

**WRIGHT, FINLAY & ZAK, LLP**

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Attorneys for Defendants, Select Portfolio Servicing, Inc., The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders CWALT, Inc., Alternative Loan Trust 2005-27 Mortgage Pass-Through Certificates Series 2005-27, and National Default Servicing Corporation

**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA**

THE BANK OF NEW YORK MELLON  
 FKA THE BANK OF NEW YORK AS  
 TRUSTEE FOR THE  
 CERTIFICATEHOLDERS CWALT,  
 INC. ALTERNATIVE LOAN TRUST  
 2005-27, SELECT PORTFOLIO  
 SERVICING, INC., NATIONAL  
 DEFAULT SERVICING  
 CORPORATION, and “all persons or  
 entities unknown, claiming any legal or  
 equitable right, title, estate, lien or  
 interest in the property described in this  
 Complaint adverse to Plaintiff’s title, or  
 any cloud on Plaintiff’s title thereto,”  
 AND DOES 1 to 100,

Court Case No.: 16-cv-01585-SBA

*The Honorable Sandra Brown  
 Armstrong*

**DEFENDANTS’ REQUEST FOR  
 JUDICIAL NOTICE IN SUPPORT  
 OF DEFENDANTS’ MOTION TO  
 DISMISS FIRST AMENDED  
 COMPLAINT**

**Hearing Date:**

**DATE:** December 14, 2016  
**TIME:** 1:00PM  
**CRTRM:** \_\_\_\_\_

**TO THIS HONORABLE COURT AND TO ALL PARTIES AND  
 THEIR ATTORNEYS OF RECORD:**

Defendants Select Portfolio Servicing, Inc. (“SPS), The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders CWALT,



1 Inc., Alternative Loan Trust 2005-27 Mortgage Pass-Through Certificates Series  
 2 2005-27 ("BNY Trust"), and National Default Servicing Corporation ("NDSC",  
 3 collectively "Defendants") hereby request that in connection with their Motion to  
 4 Dismiss Plaintiff's First Amended Complaint, that this Court take judicial notice  
 5 of the following:

6 1. A true and correct copy of the Deed of Trust, recorded on April 22,  
 7 2005 with the Contra Costa County Recorder's Office as Instrument Number  
 8 2005-0142581-00 ("Deed of Trust"), attached hereto as Exhibit 1, and  
 9 incorporated herein by this reference.

10 2. A true and correct copy of the Substitution of Trustee and  
 11 Assignment of Deed of Trust, recorded on April 19, 2010 with the Contra Costa  
 12 County Recorder's Office as Instrument Number 2010-0077103-00  
 13 ("Assignment"), attached hereto as Exhibit 2, and incorporated herein by this  
 14 reference.

15 3. A true and correct copy of the Substitution of Trustee, recorded on  
 16 February 10, 2014 with the Contra Costa County Recorder's Office as Instrument  
 17 Number 2014-0021046-00 ("SOT"), attached hereto as Exhibit 3, and  
 18 incorporated herein by this reference.

19 4. A true and correct copy of the Notice of Default and Election to Sell,  
 20 recorded on February 10, 2014 with the Contra Costa County Recorder's Office as  
 21 Instrument Number 2014-0021047-00 ("NOD"), attached hereto as Exhibit 4, and  
 22 incorporated herein by this reference.

23 5. A true and correct copy of the Notice of Trustee's Sale, recorded on  
 24 October 28, 2014 with the Contra Costa County Recorder's Office as Instrument  
 25 Number 2014-0185508-00 ("2014 NOTS"), attached hereto as Exhibit 5, and  
 26 incorporated herein by this reference.

27 6. A true and correct copy of the Notice of Trustee's Sale, recorded on  
 28 March 14, 2016 with the Contra Costa County Recorder's Office as Instrument

1 Number 2016-0043107-00 ("2016 NOTS"), attached hereto as Exhibit 6, and  
2 incorporated herein by this reference.

3 7. A true and correct copy of the Grant Deed, recorded on September  
4 17, 2013 with the Contra Costa County Recorder's Office as Instrument Number  
5 2013-0226632-00 ("Grant Deed"), attached hereto as Exhibit 7, and incorporated  
6 herein by this reference.

7 8. A true and correct copy of the Complaint filed in case number 4:10-  
8 cv-01598-CW, styled *Harms, et al. v. Recontrust Company, N.A., et al.* ("First  
9 Federal Lawsuit"), attached hereto as Exhibit 8 and incorporated herein by this  
10 reference.

11 9. A true and correct copy of the Dismissal of the First Federal Lawsuit,  
12 attached hereto as Exhibit 9 and incorporated herein by this reference.

13 10. A true and correct copy of the Adversary Complaint filed in case  
14 number 4:10-ap-4262, styled *Harms, et al. v. BAC Home Loans Servicing, LP*  
15 ("Adversary Lawsuit"), attached hereto as Exhibit 10 and incorporated herein by  
16 this reference.

17 11. A true and correct copy of the Dismissal of the Adversary Lawsuit,  
18 attached hereto as Exhibit 11 and incorporated herein by this reference.

19 12. A true and correct copy of the Complaint filed in case number 4:11-  
20 cv-02757-CW ("Second Federal Lawsuit"), attached hereto as Exhibit 12 and  
21 incorporated herein by this reference.

22 13. A true and correct copy of the Dismissal of the Second Federal  
23 Lawsuit, attached hereto as Exhibit 13 and incorporated herein by this reference.

24 14. A true and correct copy of the docket in case number CIVMSC11-  
25 01520, styled *Harms v. BAC Home Loans Servicing, LP, et al.* ("State Court  
26 Lawsuit"), attached hereto as Exhibit 14 and incorporated herein by this reference.

1           15. A true and correct copy of the docket in case number 3:12-mc-80177-  
2 EMC ("Third Federal Filing"), attached hereto as Exhibit 15 and incorporated  
3 herein by this reference.

4           16. A true and correct copy of Plaintiff's response to the Order to Show  
5 Cause in the Third Federal Filing, attached hereto as Exhibit 16 and incorporated  
6 herein by this reference.

7           17. A true and correct copy of the Dismissal of the Third Federal Filing,  
8 attached hereto as Exhibit 17 and incorporated herein by this reference.

9           18. A true and correct copy of the docket in bankruptcy case number 10-  
10 47720 ("2010 Bankruptcy"), attached hereto as Exhibit 18 and incorporated herein  
11 by this reference.

12           19. A true and correct copy of the Chapter 7 bankruptcy petition in  
13 bankruptcy case number 15-43109 ("2015 Bankruptcy"), attached hereto as  
14 Exhibit 19 and incorporated herein by this reference.

15           20. A true and correct copy of the discharge in the 2015 Bankruptcy  
16 ("2015 Discharge"), attached hereto as Exhibit 20 and incorporated herein by this  
17 reference.

18           21. A true and correct copy of the docket in bankruptcy case number 16-  
19 42569 ("2016 Bankruptcy"), attached hereto as Exhibit 21 and incorporated herein  
20 by this reference.

21 Dated: October 11, 2016

By: Marvin B. Adviento, Esq.

Gwen H. Ribar, Esq.

Marvin B. Adviento, Esq.

Attorneys for Defendants, Select Portfolio  
Servicing, Inc., The Bank of New York  
Mellon fka The Bank of New York as  
Trustee for the Certificateholders CWALT,  
Inc., Alternative Loan Trust 2005-27  
Mortgage Pass-Through Certificates Series  
2005-27, and National Default Servicing  
Corporation

EXHIBIT “1”

Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

TICor 25760574/9584693

Return to:  
 AMPRO MORTGAGE  
 CORPORATION  
 ATTENTION: POST CLOSING  
 P.O. BOX 83570  
 PHOENIX, AZ 85071-3570



CONTRA COSTA Co Recorder Office  
 STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2005-0142581-00**

Check Number  
 Friday, APR 22, 2005 11:02:00  
 MIC \$1.00:MOD \$21.00:REC \$25.00  
 TCF \$20.00:DAF \$1.00:REF \$0.20  
 Ttl Pd \$69.00 Nbr-0002661926  
 kat/R6/1-21

Loan No. 1040030798  
 Borrower: DALE HARMS

[Space Above This Line For Recording Data]

Data ID: 558

**DEED OF TRUST**

MIN: 100274810400307988

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated April 14, 2005, together with all Riders to this document.

(B) "Borrower" is DALE HARMS AND LAURIE HARMS HUSBAND AND WIFE . Borrower is the trustor under this Security Instrument.

(C) "Lender" is AMPRO MORTGAGE CORPORATION. Lender is a CORPORATION organized and existing under the laws of the State of DELAWARE. Lender's address is 2133 WEST PEORIA AVENUE, SUITE 130, PHOENIX, ARIZONA 85029.

(D) "Trustee" is AMPRO MORTGAGE CORPORATION.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

**CALIFORNIA** - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

(Page 1 of 16 Pages)



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Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

**142581**

Loan No: 1040030798

Data ID: 558

(F) "Note" means the promissory note signed by Borrower and dated April 14, 2005. The Note states that Borrower owes Lender THREE HUNDRED NINETY-TWO THOUSAND and NO/100-----Dollars (U.S. \$ 392,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2035.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider |  |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Biweekly Payment Rider         |  |
| <input type="checkbox"/> Other(s) [specify]               |   |  |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**CALIFORNIA** - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

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Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

**142581**

Loan No: 1040030798

Data ID: 558

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CONTRA COSTA:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 930 WEST CYPRESS ROAD,

OAKLEY, CALIFORNIA [Street] 94561 ("Property Address"):  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

**CALIFORNIA** - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Branch :F7I,User :TZ05

Comment:

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142581

Loan No: 1040030798

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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142581

Loan No: 1040030798

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3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Branch :F7I,User :TZ05

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**142581**

Loan No: 1040030798

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**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Comment:

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**142581**

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All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

(Page 15 of 16 Pages)



P+1040030798+2771+15+16+CACNVADT

Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

**142581**

Loan No: 1040030798

Data ID: 558

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Dale Harms .....(Seal)  
DALE HARMS —Borrower

Laurie Harms .....(Seal)  
LAURIE HARMS —Borrower

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_  
State of CA §  
County of Contra Costa §

On 4/17, 2005, before me, Andrea Sousa, a Notary Public,  
personally appeared  
DALE HARMS AND LAURIE HARMS

☐ personally known to me

OR

☒ proved to me on the basis of satisfactory evidence

to be the persons whose names are subscribed to the within instrument and acknowledged to me, that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

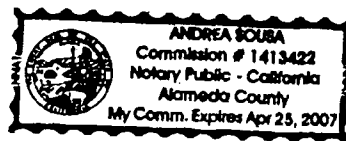
WITNESS my hand and official seal.

Andrea Sousa  
Notary Public

[Seal]

My commission expires: 4/25/07

Andrea Sousa  
(Printed Name)



CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

(Page 16 of 16 Pages)



P+1040030798+2771+16+16+CACNVADT

Branch :F71,User :TZ05

Comment:

Station Id :LMOB

142581

Loan No: 1040030798  
Borrower: DALE HARMS

142581 558

**ADJUSTABLE RATE RIDER**  
(MTA-Twelve Month Average Index - Payment Caps)

THIS ADJUSTABLE RATE RIDER is made this 14th day of April, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMPRO MORTGAGE CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

930 WEST CYPRESS ROAD  
OAKLEY, CALIFORNIA 94561  
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE LIMIT STATED IN THE NOTE.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for changes in the interest rate and the monthly payments, as follows:

**2. INTEREST**

**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.000%. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

**(B) Interest Rate Change Dates**

The interest rate I will pay may change on the first day of June, 2005, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

**(C) Index**

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(D) Calculation of Interest Rate Changes**

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE and 75/1000 percentage point(s) (3.075 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.9500%. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

PayOption MTA ARM Rider  
FE-5315 (0412)

10/04

(Page 1 of 4 Pages)



P+1040030798+2771+01+04+CWPOARMR



Branch :F7I;User :TZ05

Comment:

Station Id :LMOB

**142581**

Loan No: 1040030798

Data ID: 558

**3. PAYMENTS****(A) Time and Place of Payments**

I will make a payment every month.

I will make my monthly payments on the first day of each month beginning on June 1, 2005. I will make these payments every month until I have paid all the Principal and Interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1, 2035, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 82370, PHOENIX, ARIZONA 85071-2370, or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,260.83 unless adjusted under Section 3(F).

**(C) Payment Change Dates**

My monthly payment may change as required by Section 3(D) below beginning on the first day of June, 2006, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

**(D) Calculation of Monthly Payment Changes**

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment". Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and Interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

**(E) Additions to My Unpaid Principal**

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

PayOption MTA ARM Rider  
FE-5315 (0412)

10/04

(Page 2 of 4 Pages)



P+1040030798+2771+02+04+CWPOARMR

Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

**142581**

Loan No: 1040030798

Data ID: 558

**(F) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115%) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

**(G) Required Full Payment**

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

**(H) Payment Options**

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and Interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

PayOption MTA ARM Rider  
FE-5315 (0412)

10/04

(Page 3 of 4 Pages)



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Branch :F71,User :TZ05

Comment:

Station Id :LMOB

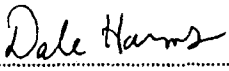
**142581**

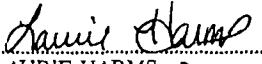
Loan No: 1040030798

Data ID: 558

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
.....(Seal)  
DALE HARMS —Borrower

  
.....(Seal)  
LAURIE HARMS —Borrower

PayOption MTA ARM Rider  
FE-5315 (0412)

10/04

(Page 4 of 4 Pages)



P+1040030798+2771+04+04+CWPOARMR

Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

YOUR REFERENCE: 9504693

ORDER NO.: 251600574-16

**EXHIBIT "A"**

**142581**

LOT 71, AS SHOWN ON THE MAP ENTITLED, "TRACT 5327", FILED JULY 15, 1980, IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR SAID COUNTY IN BOOK 241 OF MAPS, AT PAGE 37 THROUGH 41, INCLUSIVE.

EXCEPTING THEREFROM: ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND, SITUATED OR LOCATED IN ALL OR ANY PORTION OF THE LAND DESCRIBED HEREIN, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS WITHIN 500 FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF; AS RESERVED IN THE DEED EXECUTED BY JOHN A. MORI, ET AL, RECORDED JULY 5, 1978, BOOK 8910, PAGE 147, OFFICIAL RECORDS, CONTRA COSTA COUNTY.

APN # 035-404-014-9

**END OF DOCUMENT**

Page 3

EXHIBIT “2”

Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

53  
**LANDSAFE TITLE**  
 RECORDING REQUESTED BY:  
 RECONTRUST COMPANY  
 AND WHEN RECORDED MAIL DOCUMENT  
 AND TAX STATEMENTS TO:  
 RECONTRUST COMPANY  
 1800 Tapo Canyon Rd., CA6-914-01-94  
 SIMI VALLEY, CA 93063

ATTN: Shaun Wicks  
 TS No. 10-0032912

CONTRA COSTA Co Recorder Office  
 STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2010-0077103-00**

Check Number  
 Monday, APR 19, 2010 14:26:00  
 MOD \$2.00:REC \$22.00:FTC \$0.00  
 DAF \$5.40:REF \$0.60:RED \$2.00  
 ERD \$2.00:  
 Ttl Pd \$34.00 Nbr-0000450452  
 kat/RL/2-1

10-8-131394

### SUBSTITUTION OF TRUSTEE AND ASSIGNMENT OF DEED OF TRUST

The undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (hereinafter referred to as Beneficiary) is the Beneficiary of that certain Deed of Trust dated 04/14/2005, executed by DALE HARMS AND LAURIE HARMS HUSBAND AND WIFE, Trustor, to AMPRO MORTGAGE CORPORATION, as Trustee, and recorded as Instrument No. 2005-0142581-00 on 04/22/2005, of Official Records in the County Recorder's Office of CONTRA COSTA County, California. NOW THEREFORE, Beneficiary hereby substitutes RECONTRUST COMPANY, N.A., WHOSE ADDRESS IS: 1800 Tapo Canyon Rd., CA6-914-01-94, SIMI VALLEY, CA 93063, as Trustee under said Deed of Trust herein referred to, in the place and stead of and with all rights, title, powers, and interest of the former trustee described above.

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, conveys and transfers to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-27 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-27 all beneficial interest under that certain Deed of Trust described above. Said described land: "As more fully described in the above referenced Deed of Trust." Together with the note or notes therein described or referred to, the money due and to become due thereon with the interest, and all rights accrued or to accrue under said Deed of Trust.

DATED: March 08, 2010

MORTGAGE ELECTRONIC REGISTRATION  
 SYSTEMS, INC.

State of: **CALIFORNIA**

County of: **VENTURA**

BY: T. Sevilano  
 T. Sevilano, Assistant Secretary

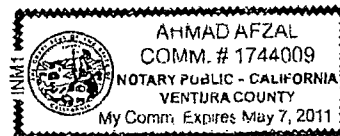
Or APR 02 2010 before me, Ahmad Afzal, notary public, personally appeared T. SEVILLANO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ahmad Afzal (Seal)  
 Notary Public's Signature

Ahmad Afzal



Form subasgnmnt (01/09)

EXHIBIT “3”

Branch :F71,User :TZ05

Comment:

Station Id :LMOB

RECORDING REQUESTED BY:  
National Default Servicing Corporation

WHEN RECORDED MAIL TO:  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 14-20071-SP-CA  
APN No. : 035-404-014-9

20149002104600001  
CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
DOC-2014-0021046-00  
Acct 1124-Servicelink Irvine Ca Simplifile  
Monday, FEB 10, 2014 11:13:19  
MOD \$1.00|REC \$11.00|FTC \$0.00  
DAF \$2.70|REF \$0.30|RED \$1.00  
ERD \$1.00|  
Ttl Pd \$17.00 Rcpt # 0001899332  
MNH/RC/1-1

SPACE ABOVE THIS LINE FOR RECORDER S USE

## SUBSTITUTION OF TRUSTEE

WHEREAS, Dale Harms And Laurie Harms Husband And Wife was the original Trustor(s), Ampro Mortgage Corporation was the original Trustee and Mortgage Electronic Registration Systems Inc., As Nominee For Ampro Mortgage Corporation, Its Successors And Assigns was the original Beneficiary under that certain Deed of Trust dated 04/14/2005 and recorded on 04/22/2005 as Instrument No. 2005-0142581-00 of the Official Records of CONTRA COSTA County, State of CA and

WHEREAS, the undersigned is the present beneficiary under the said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes NATIONAL DEFAULT SERVICING CORPORATION, An Arizona Corporation, whose address is 7720 N. 16<sup>th</sup> Street, Suite 300, Phoenix, Arizona 85020, as Trustee under said Deed of Trust. Said Substitute Trustee is qualified to serve as Trustee under the laws of this state.

Whenever the context hereof requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Select Portfolio Servicing, Inc., as servicing agent for Bank of New York Mellon, f/k/a Bank of New York, as Trustee for the registered holders of Alternative Loan Trust 2005-27, Mortgage Pass-Through Certificates Series 2005-27

Dated : FEB 03 2014

*[Signature]*  
By : L.C. Birkinshaw  
Its : Document Control Officer

STATE OF Utah  
COUNTY OF Salt Lake

On Feb 3, 2014, before me, the undersigned, a Notary Public for said State, personally appeared L.C. Birkinshaw who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kyle Norman

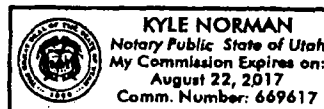


EXHIBIT “4”

Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

**RECORDING REQUESTED BY:**

National Default Servicing Corporation  
**WHEN RECORDED MAIL TO:**  
 National Default Servicing Corporation  
 7720 N. 16<sup>th</sup> Street, Suite 300  
 Phoenix, AZ 85020

NDSC File No. : 14-20071-SP-CA  
 Title Order No. : 1578888

20149002104700003

CONTRA COSTA Co Recorder Office  
 JOSEPH CANCIAMILLA, Clerk-Recorder  
 DOC-2014-0021047-00

Acct 1124-Servicelink Irvine Ca Simplifile  
 Monday, FEB 10, 2014 11:13:19

MOD \$3.00|REC \$13.00|FTC \$2.00

DAF \$2.70|REF \$0.30|RED \$1.00

ERD \$1.00|

Ttl Pd \$23.00 Rcpt # 0001899333

MNH/RC/1-3

APN: 035-404-014

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST  
 IMPORTANT NOTICE**

**ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS  
 APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY PURSUANT TO CIVIL CODE  
 2923.3**

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR  
 PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have  
 the legal right to bring your account in good standing by paying all of your past due payments plus  
 permitted costs and expenses within the time permitted by law for reinstatement of your account,  
 which is normally five business days prior to the date set for the sale of your property. No sale  
 date may be set until approximately 90 days from the date this notice of default may be recorded  
 (which date of recordation appears on this notice).**

This amount is \$115,536.54, as of 02/07/2014 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the

Page 1 of 3



Branch :F71,User :TZ05

Comment:

Station Id :LMOB

NDSC File No. : 14-20071-SP-CA

time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months

after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Select Portfolio Servicing, Inc.  
c/o National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone 602-264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 04/14/2005, executed by Dale Harms and Laurie Harms Husband And Wife, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems Inc., As Nominee For Ampro Mortgage Corporation, Its Successors And Assigns as beneficiary recorded 04/22/2005 as Instrument No. 2005-0142581-00 (or Book, Page) of the Official Records of CONTRA COSTA County, CA. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$392,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 09/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES.

Page 2 of 3

Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

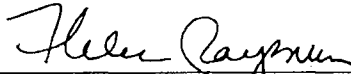
NDSC File No. : 14-20071-SP-CA

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The undersigned mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.55 declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower as required by California Civil Code 2923.55.

Dated : 2-7, 2014

National Default Servicing Corporation, as Trustee for Select Portfolio Servicing, Inc., as servicing agent for Bank of New York Mellon, f/k/a Bank of New York, as Trustee for the registered holders of Alternative Loan Trust 2005-27, Mortgage Pass-Through Certificates Series 2005-27



By: Helen Rayburn, Trustee Sales Processor

Page 3 of 3

EXHIBIT “5”

Branch :F7I,User :TZ05

Comment:

Station Id :LMOB

RECORDING REQUESTED BY:  
National Default Servicing Corporation  
WHEN RECORDED MAIL TO:  
NATIONAL DEFAULT SERVICING CORPORATION  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

T.S. No. 14-20071-SP-CA  
Title No. 1578888

2014P018550800002  
CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
DOC-2014-0185508-00  
Acct 1082-LSI Title INC Irvine CA  
Tuesday, OCT 28, 2014 09:08:44  
MOD \$2.00|REC \$12.00|FTC \$1.00  
DAF \$2.70|REF \$0.30|RED \$1.00  
ERD \$1.00|  
Ttl Pd \$20.00 Nbr-0002102320  
mom/RC/1-2

### NOTICE OF TRUSTEE'S SALE

**ATTENTION RECORDER:** THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY PURSUANT TO CIVIL CODE 2923.3

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY  
YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 04/14/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, (cashier's check(s) must be made payable to National Default Servicing Corporation), drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state; will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Trustor: Dale Harms and Laurie Harms Husband And Wife  
Duly Appointed Trustee: NATIONAL DEFAULT SERVICING CORPORATION  
Recorded 04/22/2005 as Instrument No. 2005-0142581-00 (or Book, Page) of the Official Records of CONTRA COSTA County, California.

Date of Sale: 11/25/2014 at 9:00 AM  
Place of Sale: At the north side of the Pittsburg Civic Center near the grass located at 65 Civic Avenue, Pittsburg, CA 94565  
Estimated amount of unpaid balance and other charges: \$522,630.27  
Street Address or other common designation of real property: 930 WEST CYPRESS ROAD, OAKLEY, CA 94561  
A.P.N.: 035-404-014

Branch :F71,User :TZ05

Comment:

Station Id :LMOB

Page 2  
Notice of Trustee's Sale  
T.S. No. 14-20071-SP-CA

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

The undersigned mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.5(b) declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower as required by California Civil Code 2923.5.

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 714-730-2727 or visit this Internet Web site [www.ndscorp.com/sales](http://www.ndscorp.com/sales), using the file number assigned to this case 14-20071-SP-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

Date: 10/27/2014

**Tiffany & Bosco, P.A.**  
As agent for National Default Servicing Corporation  
1230 Columbia Street, Suite 680  
San Diego, CA 92101 Phone 888-264-4010  
Sales Line 714-730-2727; Sales Website: [www.ndscorp.com/sales](http://www.ndscorp.com/sales)

  
\_\_\_\_\_  
Julia Sutter, Trustee Sales Representative

EXHIBIT “6”

Branch :F7I,User :TZ02

Comment:

Station Id :HH06

RECORDING REQUESTED BY:  
National Default Servicing Corporation  
WHEN RECORDED MAIL TO:  
NATIONAL DEFAULT SERVICING CORPORATION  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

T.S. No. 14-20071-SP-CA  
Title No. 1578888  
A.P.N. 035-404-014

20169004310700002  
CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
DOC 2016-0043107-00  
Acct 1124-Servicelink Irvine Ca Simplifile  
Monday, MAR 14, 2016 09:12:50  
MOD \$2.00|REC \$12.00|FTC \$1.00  
DAF \$2.70|REF \$0.30|RED \$1.00  
ERD \$1.00|  
Ttl Pd \$20.00 Nbr-0002532103  
mom/RC/1-2

### NOTICE OF TRUSTEE'S SALE

**ATTENTION RECORDER:** THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY PURSUANT TO CIVIL CODE 2923.3

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 04/14/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

A public auction sale to the highest bidder for cash, (cashier's check(s) must be made payable to National Default Servicing Corporation), drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state; will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Trustor: Dale Harms and Laurie Harms Husband And Wife  
Duly Appointed Trustee: National Default Servicing Corporation  
Recorded 04/22/2005 as Instrument No. 2005-0142581-00 (or Book, Page) of the Official Records of CONTRA COSTA County, California.

Date of Sale: 04/08/2016 at 9:00 AM  
Place of Sale: At the north side of the Pittsburg Civic Center near the grass located at 65 Civic Avenue, Pittsburg, CA 94565  
Estimated amount of unpaid balance and other charges: \$538,323.32  
Street Address or other common designation of real property: 930 WEST CYPRESS ROAD, OAKLEY, CA 94561  
A.P.N.: 035-404-014

Branch :F7I,User :TZ02

Comment:

Station Id :HH06

Page 2  
Notice of Trustee's Sale  
T.S. No. 14-20071-SP-CA

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

The requirements of California Civil Code Section 2923.5(b)/2923.55(c) were fulfilled when the Notice of Default was recorded.

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 714-730-2727 or visit this Internet Web site [www.ndscorp.com/sales](http://www.ndscorp.com/sales), using the file number assigned to this case 14-20071-SP-CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

Date: 03/11/2016

National Default Servicing Corporation  
c/o Tiffany & Bosco, P.A., its agent,  
1230 Columbia Street, Suite 680  
San Diego, CA 92101 Toll Free Phone: 888-264-4010  
Sales Line 714-730-2727; Sales Website: [www.ndscorp.com/sales](http://www.ndscorp.com/sales)

  
Zahara Joyner, Trustee Sales Representative



EXHIBIT “7”

RECORDING REQUESTED BY  
The Resting Place Eleemosynary Trust  
AND WHEN RECORDED MAIL TO

The Resting Place Eleemosynary Trust  
Laurie Ann Lacey-Harms, Trustee  
2063 Main Street, Suite 282  
Oakley, CA 94561

Mail all Tax Statement to the address above

CONTRA COSTA Co Recorder Office  
JOSEPH CANCIAMILLA, Clerk-Recorder  
DOC- 2013-0226632-00

Check Number  
Tuesday, SEP 17, 2013 12:43:03  
S38 \$10.00:MOD \$2.00:REC \$12.00  
FTC \$1.00:RED \$1.00:ERD \$1.00  
Ttl Pd \$27.00 Rcpt # 0001787302  
Kat/R6/1-2

APN #: 035-404-014-9

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## GRANT DEED

Monument Preservation Fee is

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00/Gift/192d, THIS IS A BONAFIDE GIFT AND GRANTOR received nothing in exchange

- ( ) computed on full value of property conveyed, or  
(x) computed on full value less value of liens and encumbrances remaining at time of sale.  
( ) Unincorporated area: (X) City of Oakley \$0.00  
(x) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Dale Norman Harms, a man, and Laurie Ann Lacey-Harms, a woman

Hereby GRANT(S) to; The Resting Place Eleemosynary Trust.

The following described real property in the City of Oakley, County of Contra Costa, and State of California:

More Commonly Known As:

930 West Cypress Road, Oakley, California [94561]

Legal Description (Attachment "A") attached hereto and made a part hereof;

Date: September 15, 2013

*Dale Norman Harms*

Dale Norman Harms, a living man, Grantor

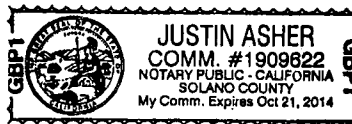
*Laurie Ann Lacey-Harms*

Laurie Ann Lacey-Harms, a living woman, Co-Grantor

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On this 15<sup>th</sup> day of the month of September, AD 2013, before me, Justin Asher a notary public, personally appeared Dale Norman Harms, and Laurie Ann Lacey-Harms, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature: *Justin Asher* (Seal)



MAIL TAX STATEMENT AS DIRECTED ABOVE

GRANT DEED

Land Description - Attachment "A"

**For the land commonly known as:** 930 West Cypress Road

Oakley State of California [94561]

**Legal Description** (for identification purposes only):

Lot 71, as shown on the Map entitled, "Tract 5327", filed July 15, 1980, in the Office of the County Recorder in and for said County in Book 241 of Maps, at Page 37 through 41, inclusive. EXCEPTING THEREFROM: All oil, gas, casinghead gas, asphaltum and other hydrocarbons, and all chemical gas, now or hereafter found, situated or located in all, or any portion of the land described herein, but without any right whatsoever to enter upon the surface of said lands within 500 feet vertical distance below the surface thereof, as reserved in the Deed executed by John A. Mori, et al, recorded July 5, 1978, in Book 8910, Page 147, Official Records, Contra Costa County.

**Full Description:**

Map Number: N/A

Book: 241

Page Number: 37 - 41

Lot Number: 71

Block: N/A

Name of Subdivision: SUBDIVISION NO. 5327 THE VINEYARD NO. 4

From Subdivision Plat – Surveyors Certificate – Metes and Bounds description of Subdivision:

SUBDIVISION NO. 5327  
THE VINEYARD NO. 4  
BEING A PORTION OF THE SOUTHEAST ONE QUARTER  
OF THE NORTHWEST ONE QUARTER OF SECTION 25,  
T.2N., R.2E., M.D.M.  
CONTRA COSTA COUNTY, CALIFORNIA  
OCTOBER, 1979

**Public Land Survey System Description:**

Section 25 Township Two North Range Two East Base/Meridian Mount Diablo

**Aliquot Part:** Northwest One Quarter

**Land Patent:** Document Number: 4

Accession Number and BLM Serial Number: CACAAA 034000

Document Type: Serial Patent

State: California

Issue Date: April 09, A.D. 1870

**"END OF DOC"**

EXHIBIT “8”

Case 4:10-cv-01598-CW Document 1 Filed 07/14/10 Page 1 of 10

E-filing

1 Dale and Laurie Harms, *pro per*  
 2 c/o 2063 Main Street #282  
 3 Oakley, California [94561]  
 4 925-785-0389, degarmo@sonic.net

**FILED**  
 APR 14 2010  
 RICHARD W. WIEKING  
 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 OAKLAND

UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION  
 San Francisco

12 DALE HARMS AND LAURIE HARMS  
 13 HUSBAND AND WIFE, *in propria*  
 14 *persona, Sui Juris*  
 15 Plaintiff,

16 vs.

17 RECONTRUST COMPANY, N.A.,  
 18 MORTGAGE ELECTRONIC REGISTRATION  
 19 SYSTEMS, INC, THE BANK OF NEW YORK  
 20 MELLON, BAC HOME LOANS SERVICING,  
 21 , AND JOHN DOES (Investors) 1 -  
 22 ,000 et al,

Defendant

Case No.: **C10-01598**

ORIGINAL PROCEEDING

COMPLAINT

PLAINTIFF DEMANDS TRIAL BY JURY

NATURE OF COMPLAINT:

Contract - Negotiable Instrument  
 Real Property - Foreclosure

CAUSE:

28:1331(a) Fed. Question: Real  
 Property

ADR

EDL

GO 44 SEC. N  
 NOTICE OF ASSIGNMENT  
 TO MAGISTRATE JUDGE SEN

23 COMES NOW, THE PLAINTIFF DALE HARMS AND LAURIE HARMS HUSBAND AND  
 24 WIFE hereinafter referred to as ("The Harms") are of majority age and  
 25 are residents of the State of CALIFORNIA residing in their home  
 26 located at 930 W CYPRESS RD, OAKLEY, CA 94561 hereinafter referred to  
 27 as the ("Property")  
 28

Case 4:10-cv-01598-CW Document 1 Filed 04/14/12 Page 2 of 10

1 "The Harms" hereby reserve ALL RIGHTS, including without  
2 limitations, the right to join any and all other and/or new parties  
3 that "The Harms" may discover at any time during the proceeding.

4 "The Harms" hereby demand ALL of "The Harms" rights be protected  
5 by this court, including without limitations, state and federal  
6 constitutionally protected rights, God given rights, civil rights,  
7 human rights, rights protected by treaty(s), and/or ALL privileges  
8 and/or immunities, and/or the like.

9 **LEGAL DESCRIPTION OF THE REAL "PROPERTY"**

10 Parcel Number: 035-404-014-9 00 CONTRA COSTA COUNTY, CALIFORNIA,  
11 T05327 L0071 B Ex Mr, 3020.02 / 3, Lot 71, Tract 5327, Subdivision  
12 5327.

13 LOT 71, AS SHOWN ON THE MAP ENTITLED, "TRACT 5327", FILED JULY  
14 15, 1980, IN THE OFFICE OF THE COUNTY RECORDER IN AND FOR SAID COUNTY  
15 IN BOOK 241 OF MAPS, AT PAGE 37 THROUGH 41, INCLUSIVE.

16 EXCEPTING THEREFROM: ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM AND  
17 OTHER HYDROCARBONS AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND,  
18 SITUATED OR LOCATED IN ALL OR ANY PORTION OF THE LAND DESCRIBED HEREIN,  
19 BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID  
20 LANDS WITHIN 500 FEET VERTICAL DISTANCE BELOW THE SURFACE THEREOF; AS  
21 RESERVED IN THE DEED EXECUTED BY JOHN A. MORI, ET AL, RECORDED JULY 5,  
22 1978, BOOK 8910, PAGE 147, OFFICIAL RECORDS, CONTRA COSTA COUNTY.

23 APN # 035-404-014-9, also known as: 930 W CYPRESS RD, OAKLEY, CA 94561

24 Defendant #1, RECONTRUST COMPANY, N.A. ("RC") is a corporation,  
25 **presumed** to be incorporated under the laws of the UNITED STATES, STATE  
26 OF CALIFORNIA, COUNTY OF VENTURA, and CITY OF SIMI VALLEY, and having  
27 a main office at 1800 TAPO CANYON RD CA6-914-01-94, SIMI VALLEY, CA  
28

Case 4:10-cv-01598-CW Document 1 Filed 03/14/15 Page 3 of 12

1 93063, USA. "The Harms" cannot verify if RECONTRUST COMPANY, N.A. has  
2 a valid charter.

3 Defendant #2, MORTGAGE ELECTRONIC REGISTARATION SYSTEMS ("MERS")  
4 is a corporation organized and existing under the laws of DELAWARE,  
5 and has an address of P.O. BOX 2026, FLINT, MI 48501-2026, USA.

6 Defendant #3, THE BANK OF NEW YORK MELLON ("BNY") is a  
7 corporation incorporated under the laws of the UNITED STATES, STATE OF  
8 NEW YORK, COUNTY OF NEW YORK, and CITY OF NEW YORK, and having a main  
9 office at ONE WALL STREET, NEW YORK, NY 10286, USA.

10 Defendant #4, BAC HOME LOANS SERVICING, LP ("BACHL") is a  
11 corporation incorporated under the laws of the UNITED STATES, STATE OF  
12 CALIFORNIA, COUNTY OF VENTURA, and CITY OF SIMI VALLEY, and having a  
13 main office at 450 AMERICAN ST, SIMI VALLEY CA 93065.

14 Defendants #5, JOHN DOES (Investors) 1 - 10,000 are unknown,  
15 because of the blatant and fraudulent nature of securitizing the so  
16 called "loan".

17 The jurisdiction of this court is invoked pursuant to U.C.C. §3,  
18 15 U.S.C. §77, and 78, and 18 U.S.C. §472, 473, 474, 894, and 1348, as  
19 well as The Law of Property Act 1925. **Plaintiffs respectfully request**  
20 **the indulgence of this court as they are not schooled in law. This is**  
21 **provided by the precedent set by Haines vs. Kerner at 404 U.S. 519.**

22 Other laws, codes, statutes, and/or Acts may apply to this complaint.

23 "The Harms" for their causes of action herein, alleges, and  
24 states as follows: On or about 03/20/2010 the "The Harms" received by  
25 UNITED STATES POSTAL SERVICE at the "Property", four (4) letters from  
26 "RC". Two (2) letters were addressed to DALE HARMS, and two (2) were  
27 addressed to LAURIE HARMS. Upon opening one of these letters it  
28 appeared that "RC" was stating it had some involvement in the

1 foreclosure proceedings of the "Property". "RC" was an unknown entity  
2 to "The Harms" who are the trustor of record for the DEED OF TRUST  
3 associated with the "Property". "The Harms" were/or are unaware of any  
4 contract that they had/or have with "RC", and in fact there was/or is  
5 no contract between "The Harms" and "RC". Aforementioned letters were  
6 therefore returned to sender since there is no contract.

7       Upon further review it was found in CONTRA COSTA COUNTY public  
8 records that "RC" had apparently filed and recorded on 03/10/2010 a  
9 NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST. Said DEED  
10 OF TRUST recorded 04/22/2005 in CONTRA COSTA COUNTY, document number  
11 DOC-2005-0142581-00, has no mention of "RC". It also appears that "RC"  
12 is acting as an agent for "MERS". "MERS" is listed on aforementioned  
13 DEED OF TRUST on page one (1) in paragraph (E), as: "MERS is a  
14 separate corporation that is acting solely as a "nominee" for Lender  
15 and Lender's successors and assigns. MERS is the beneficiary under  
16 this Security Instrument. MERS is organized and existing under the  
17 laws of Delaware, and has an address and telephone number of P.O. Box  
18 2026, Flint, MI 48501-2026, tel. (888) 679-MERS."

19       "The Harms" believe "MERS" does not possess both the "Security  
20 Instrument" (DEED OF TRUST) and the original debt instrument "Note",  
21 upon which "MERS" claims the right to foreclose. Under Landmark  
22 National Bank v. Kesler, Kansas Court of Appeals No. 98, 489, (2009)  
23 it was determined that "MERS" has no standing to foreclose. Here is an  
24 excerpt taken from that case:

25       "By statute, assignment of the mortgage carries with it the assignment  
26 of the debt. . . . Indeed, in the event that a mortgage loan somehow  
27 separates interests of the note and the deed of trust, with the deed  
28 of trust lying with some independent entity, the mortgage may become



unenforceable. The practical effect of splitting the deed of trust from the promissory note is to make it impossible for the holder of the note to foreclose, unless the holder of the deed of trust is the agent of the holder of the note. Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The person holding only the deed of trust will never experience default because only the holder of the note is entitled to payment of the underlying obligation. **The mortgage loan becomes ineffectual when the note holder did not also hold the deed of trust.**" (emphasis added). Please also see document entitled "LOS ANGELES BANKRUPTCY COURT REFUSED TO ALLOW MERS TO FORECLOSE ON MORTGAGE" labeled **EXHIBIT "A"** hereunto attached. This document shows the reasons a Los Angeles bankruptcy court denied "MERS" a motion for relief from automatic stay in bankruptcy. This case was Raymond Vargas, U.S. Bankruptcy Court, Central District Cal., LA08-17036SB, Samuel L. Bufford Judge. As a result to this case, California adopted a rule of practice which requires all foreclosing trustees or other plaintiffs to produce the original promissory note when bringing an action to foreclose a debt or face sanctions for not doing so.

If "MERS" does not have standing "RC" most definitely does not have standing. "MERS" is only a "nominee". The "Security Instrument" (DEED OF TRUST) does not define what "nominee" means. "The Harms" believe that "MERS" does not have the right to enforce the secured obligation, especially using "RC" as their agent? According to MERSCORP, INC., RULES OF MEMBERSHIP Rule 8 Section 2: (a) If a Member chooses to conduct foreclosures in the name of Mortgage Electronic Registration Systems, Inc., the note must be endorsed in blank and in possession of one of the Member's MERS certifying officers. If the

1 investor so allows, then MERS can be designated as the note-holder.  
2 Then for some reason in (b) it states:" (b) In non-judicial  
3 foreclosure states, if the Member chooses to foreclose in MERS name  
4 under the power of sale provision in the security instrument and is  
5 not seeking a deficiency judgment, **then the note does not need to be**  
6 **in the possession of the Member's MERS Certifying Officer when**  
7 **commencing the foreclosure action;** provided, however, that under no  
8 circumstances may the Member allege that the note is in their  
9 possession unless it so possesses." (emphasis added) What kind of  
10 double talk is that? The moving party in a foreclosure must possess  
11 both the "Note" and the "Security Instrument". Who is the holder of  
12 the "Note"?

13 "The Harms" want **proof** that "RC" has a perfected interest in the  
14 title, has authority to foreclose, has possession of both the "Note"  
15 and the "Security Instrument", and is the Holder in Due Course of the  
16 "Note"; this proof should include the allonge, which will show the  
17 chain of custody from original lender to "RC". **The Deed of Trust has**  
18 **been separated from the promissory note, which eliminates the ability**  
19 **to foreclose. As a result the Deed of Trust has become a non-**  
20 **enforceable piece of paper.**

21 It is a functional impossibility for the defendants, to be the  
22 Real Party in Interest without the GENUINE ORIGINAL PROMISSORY NOTE.  
23 Ergo, it is a functional impossibility for defendant to prove  
24 defendant is the Real Party in Interest without presenting to this  
25 court the GENUINE ORIGINAL PROMISSORY NOTE.

26 It is an incontrovertible fact that Defendant is not in  
27 possession of the GENUINE ORIGINAL PROMISSORY NOTE, and accordingly,  
28 it is an incontrovertible fact that Defendant is committing fraud upon

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1 the court by falsely and/or fraudulently claiming Defendant is in  
2 possession of the GENUINE ORIGINAL PROMISSORY NOTE.

3 The court should and must intervene and prevent the foreclosure  
4 from taking place unless, and until such proof is presented. "The  
5 Harms" state that the original wet ink signature "Note" must be  
6 presented, and show that "RC" are the holder of the "Note". Any  
7 "copies" of the "Note" are deemed defective on their face as  
8 counterfeit, and forgery.

9 Pursuant to law and in accordance with "The Harms" claims;  
10 Defendants MUST present to this court the GENUINE ORIGINAL PROMISSORY  
11 NOTE and prove to be the CREDITOR in this agreement or agree to "The  
12 Harms" demand for Judgment by Default in favor of "The Harms".

13 Furthermore "The Harms" have acquired the CUSIP/SEC security  
14 number that is associated with the Mortgage Note which is proof that  
15 it has been converted into a mortgaged backed security, and sold on  
16 the stock market. "The Harms" have been informed, and on that basis  
17 believe that, the original note has been sold under the CUSIP/SEC  
18 security #316153105, it was securitized twice, once with AMPRO  
19 MORTGAGE, and once with COUNTRYWIDE HOME LOANS. The symbol signs are  
20 FFIDX, and FNYXX, fund #3, and #92, currently being traded in Fidelity  
21 Fund, and Fidelity New York Municipal Money Market Fund, with  
22 inception date of 04/30/1930, and 07/06/1984, and with net assets of  
23 \$7.12 Billion, and \$500 Million, respectively.

24 Production of a "certified copy" of the security is a federal  
25 crime prosecutable by 20 years in federal prison, 18 U.S.C. §472, 473,  
26 and 474. The Law of Property Act, 1925, particularly Section 136 which  
27 deals with assignments, makes it crystal clear that alienation by a  
28 mortgage provider of all assets that have been assigned without notice

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1 having been issued to, or permission granted by, the debtor, is void  
2 and fraudulent. Therefore, all securitization operations by financial  
3 institutions within the British jurisdiction (which includes the  
4 United States) which have not been explicitly sanctioned in advance by  
5 the mortgagor, with the mortgagor fully aware of the situation, are  
6 **void**. The Lender/Service "BACHL", "BNY" *et al*, have committed  
7 securities fraud by selling unregistered securities under 15 U.S.C.,  
8 §77fff, 77e, and 77x, and 18 U.S.C. §894 and §1348 *et al*.

9 "The Harms" demand that the court stop and dismiss foreclosure  
10 proceedings immediately with prejudice. Rescind Loan number 092299913-  
11 1 because of fraud. Grant a reconveyance of the deed of trust  
12 immediately, and release and forward in the form of a "Quit Claim,"  
13 Deed to subject property. Return all payments made, principle and  
14 interest, on loan number 092299913-1, and any further relief that the  
15 court may deem appropriate.

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1 Under penalties of perjury, I declare that I have examined, and  
2 read this complaint and accompanying exhibit(s), and to the best of my  
3 knowledge and belief, they are true, correct, and complete.

4 Dated this April 14, 2010

by:

*Dale Norman Harms*  
Dale Norman Harms,  
Plaintiff in rerum natura,  
Real party in interest under injury  
Without Prejudice, Secured Party creditor  
To legal fiction, DALE NORMAN HARMS  
OAKLEY CA 94561  
(925) 785-0389  
degarmo@sonic.net

9  
10  
11  
12 Under penalties of perjury, I declare that I have examined, and  
13 read this complaint and accompanying exhibit(s), and to the best of my  
14 knowledge and belief, they are true, correct, and complete.

15 Dated this April 14, 2010

by:

*Laurie Ann Lacey Harms*  
Laurie Ann Lacey Harms,  
Plaintiff in rerum natura,  
Real party in interest under injury  
Without Prejudice, Secured Party creditor  
To legal fiction, LAURIE ANN HARMS  
OAKLEY CA 94561  
(925) 200-2711  
lharms@sonic.net

**EXHIBIT "A"**

**LOS ANGELES BANKRUPTCY COURT REFUSED TO ALLOW MERS TO  
FORECLOSE ON MORTGAGE**

**FACTS**

MERS filed a motion for relief from the automatic stay in bankruptcy to allow foreclosure to continue on a debtor's real property. The court denied the motion for the following reasons:

1. MERS cannot join as moving parties for relief from stay to continue the foreclosure "its assignees and/or successors in interest." See FRCP Rule 10(a), Federal Rules of Bankruptcy Procedure, Local Rule 1002-1(a)(8). 1002-1 requires the actual movants be named to compare against Schedule A list of real property and Schedule D list of creditors holding secured claims and to permit the judge to determine if he should recuse (remove) himself from the case.
2. Since notes are sold on the market and securitized, MERS has not proven it has the authority to act as the agent of the current holder of the promissory note. To seek relief from stay MERS must show proof it has authority to act for the current holder of the note.
3. The mortgage always follows the promissory note. Cal. Civ.C. §2936. Transfer of the note carries with it transfer of the security for the promissory note without and formal assignment or delivery or mention of the same. *Carpenter v. Longan*, 83 U.S. 271, 275 (1872). Thus mortgage cannot have a separate existence from the note and an assignment of the mortgage alone is a nullity. *Carpenter at 274*. The note is essential and the mortgage is only an incident to the note. *Id.*
4. Presuming the original holder of the note and transferred it, MERS is no longer the authorized agent of the holder unless it has a separate agency agreement with the new undisclosed principal.
5. Using computer records to show the balance owed must comply with an 11-step foundation not done here. *In re Vinhnee*, 336 B.R. 437, 444(BAP 9thCir. 2005)
6. First prove the authenticity of the promissory note and then MERS must prove it has the authority to enforce it. Use Fed. Rules of Evid. 901.
7. Only the holder of the note may enforce it. Cal. Com. Code §3301. The note is enforced by making a demand for payment by the holder or its authorized agent. Cal. Com. Code §3501(b)(2).

MERS is not in the business of holding promissory notes. Its sole purpose is to act as mortgagee of record for mortgage loans that are registered on the MERS System, a national electronic registry of mortgage loans.

Motion denied. (*In re Raymond Vargas*, U.S. Bankruptcy Court, Central District Cal., LA08-17036SB, Samuel L. Bufford Judge.)

EXHIBIT “9”

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1  
2  
3 IN THE UNITED STATES DISTRICT COURT  
4  
5 FOR THE NORTHERN DISTRICT OF CALIFORNIA

6 DALE HARMS, et al.,

No. 10-01598 CW

7 Plaintiffs,

ORDER GRANTING  
PLAINTIFFS'  
APPLICATION TO  
PROCEED IN FORMA  
PAUPERIS AND  
DISMISSING  
COMPLAINT

8 v.

9 RECONTRUST COMPANY, N.A., et al.,

(Docket Nos. 14,  
17 and 20)10 Defendants.  
11 \_\_\_\_\_/

12  
13 Plaintiffs Dale and Laurie Harms have filed several  
14 applications for leave to proceed in forma pauperis (IFP). The  
15 matter was decided on the papers. Having considered all of the  
16 papers filed by Plaintiffs, the Court GRANTS the applications to  
17 proceed IFP and DISMISSES the complaint.

## 18 DISCUSSION

19  
20 A court may authorize a plaintiff to prosecute an action in  
21 federal court without prepayment of fees or security if the  
22 plaintiff submits an affidavit showing that he or she is unable to  
23 pay such fees or provide such security. See 28 U.S.C. § 1915(a).  
24 Plaintiffs have submitted the required documentation, and it  
25 appears from their applications that their assets and income are  
26 insufficient to enable them to prosecute the action. Accordingly,  
27 their applications to proceed without the payment of the filing fee  
28 are GRANTED.



1 The Court's grant of Plaintiffs' applications to proceed IFP,  
2 however, does not mean that they may continue to prosecute their  
3 complaint. A court is under a continuing duty to dismiss a case  
4 filed without the payment of the filing fee whenever it determines  
5 that the action "(i) is frivolous or malicious; (ii) fails to state  
6 a claim on which relief may be granted; or (iii) seeks monetary  
7 relief against a defendant who is immune from such relief." 28  
8 U.S.C. § 1915(e)(2)(B)(i)-(iii). Because a dismissal pursuant to  
9 § 1915(e)(2)(B) is not a dismissal on the merits, but rather an  
10 exercise of the court's discretion under the IFP statute, the  
11 dismissal does not prejudice the filing of a paid complaint making  
12 the same allegations. Denton v. Hernandez, 504 U.S. 25, 32 (1992).

13 Plaintiffs allege that, on March 20, 2010, they received  
14 notifications regarding foreclosure proceedings to occur on their  
15 home, which is located at 930 W. Cypress Road, Oakley, California.  
16 They claim that any such foreclosure proceedings on their home are  
17 invalid because Mortgage Electronic Registration Systems, Inc.,  
18 (MERS), which is listed as the beneficiary on the deed of trust,  
19 "does not possess both the 'Security Instrument' (DEED OF TRUST)  
20 and the original debt instrument 'Note,' upon which 'MERS' claims  
21 the right to foreclose." Comp. at 2.

22 Plaintiffs want proof that Recontrust Company (RC) has a  
23 perfected interest in the title, has authority to foreclose, has  
24 possession of both the note and the security instrument, and is the  
25 holder in due course of the note.

26 Plaintiffs have acquired "the CUSIP/SEC security number that  
27 is associated with the Mortgage Note which is proof that it has  
28

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1 been converted into a mortgaged backed security, and sold on the  
2 stock market." Comp. at 7.

3 Plaintiffs also assert that "production of a 'certified copy'  
4 of the security is a federal crime prosecutable by 20 years in  
5 federal prison." Id. They also assert that the lender and  
6 servicer of the loan, Bank of New York and BAC Home Loans "have  
7 committed securities fraud by selling unregistered securities under  
8 15 U.S.C. §§ 77fff, 77e and 77x and 18 U.S.C. § 894 and 1348."  
9 Comp. at 8.

10 Plaintiffs demand that the Court enjoin and dismiss  
11 foreclosure proceedings against the property, rescind loan number  
12 09229913-1, grant a reconveyance of the deed of trust and return  
13 all payments Plaintiffs have made on the aforementioned loan.

14 Plaintiffs' complaint must be dismissed because they fail to  
15 allege a cognizable claim upon which relief may be granted. The  
16 sections of Title 18, United States Code, which Plaintiffs cite are  
17 federal criminal statutes. Plaintiffs, as private citizens, may  
18 not bring a criminal action against Defendants. If Plaintiffs  
19 believe that Defendants have violated criminal laws, they may  
20 complain to the appropriate law enforcement agency. Therefore, any  
21 claims Plaintiffs allege under Title 18 of the United States Code  
22 are dismissed.

23 Plaintiffs also attempt to allege a claim for the sale of  
24 unregistered securities. Title 15 U.S.C. § 77l creates liability  
25 for the sale of unregistered securities in certain circumstances.  
26 Raymond v. Merrill Lynch, 1991 WL 520500, \*6 (C.D. Cal.). However,  
27 standing to bring a private lawsuit is limited to purchasers or  
28

1 offerees of stock sold. Smolen v. Deloitte, Haskins & Sells, 921  
2 F.2d 959, 965 (9th Cir. 1990). From Plaintiffs' allegations, it is  
3 apparent that they were neither purchasers nor offerees of the  
4 securities at issue.

5 Lastly, in California, there is no requirement that a trustee  
6 or beneficiary produce the original promissory note prior to a non-  
7 judicial foreclosure sale. See, e.g., Pantoja v. Countrywide Home  
8 Loans, Inc., 640 F. Supp. 2d 1177, 1186 (N.D. Cal. 2009); Smith v.  
9 Wachovia, 2009 WL 1948829, at \*3 (N.D. Cal.); Neal v. Juarez, 2007  
10 WL 2140640, \*8 (S.D. Cal.) (citing R.G. Hamilton Corp. v. Corum,  
11 218 Cal. 92, 94, 97 (1933); Cal. Trust Co. v. Smead Inv. Co., 6  
12 Cal. App. 2d 432, 435 (1935)). California Civil Code Sections 2924  
13 through 2924k "provide a comprehensive framework for the regulation  
14 of a non-judicial foreclosure sale pursuant to a power of sale  
15 contained in a deed of trust." Knapp v. Doherty, 123 Cal. App. 4th  
16 76, 86 (2004) (quoting Moeller v. Lien, 25 Cal. App. 4th 822, 830  
17 (1994)). Knapp explains the non-judicial foreclosure process as  
18 follows:

19 Upon default by the trustor [under a deed of trust  
20 containing a power of sale], the beneficiary may declare  
21 a default and proceed with a nonjudicial foreclosure  
22 sale. The foreclosure process is commenced by the  
23 recording of a notice of default and election to sell by  
24 the trustee. After the notice of default is recorded,  
the trustee must wait three calendar months before  
proceeding with the sale. After the 3-month period has  
elapsed, a notice of sale must be published, posted and  
mailed 20 days before the sale and recorded 14 days  
before the sale.

25 Knapp, 123 Cal. App. 4th at 86 (citation omitted). "A properly  
26 conducted nonjudicial foreclosure sale constitutes a final  
27 adjudication of the rights of the borrower and lender." Id. at 87.

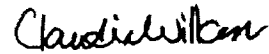
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1 In sum, Plaintiffs have not alleged actionable irregularities in  
2 the non-judicial foreclosure sale.

3 Thus, the Court dismisses Plaintiffs' complaint as legally  
4 frivolous. This dismissal is without prejudice to Plaintiffs  
5 refiling the complaint after paying the full filing fee. The Case  
6 Management Conference set for July 27, 2010 at 2:00 p.m. is  
7 vacated.

8 IT IS SO ORDERED.

9 Dated: 10-1598



CLAUDIA WILKEN  
United States District Judge

EXHIBIT “10”

Dale-Norman: Harms, *in propria persona*, Sui Juris  
 c/o twenty sixty-three Main Street, suite two eightytwo  
 Oakley, California [94561]  
 925-785-0389, [degarmo@sonic.net](mailto:degarmo@sonic.net), A living soul

UNITED STATES BANKRUPTCY COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
 OAKLAND DIVISION

DALE HARMS AND LAURIE HARMS, <i>in</i>	)	
<i>propria persona</i> , Sui Juris	)	
Plaintiff,	)	Case No.: 10-47720-RN 13
	)	A.P. No.:
vs.	)	VERIFIED DECLARATORY JUDGEMENT
	)	OF VERIFICATION OF DEBT
BAC HOME LOANS SERVICING, LP,	)	
As Trustee RECONTRUST COMPANY N.A.	)	Judge: RANDALL J. NEWSOME
	)	Date:
(Notice to agents is notice to	)	Time:
Principles. Notice to Principles	)	Place:
is notice to agents.)	)	
Defendant	)	

DECLARATORY JUDGEMENT OF VERIFICATION OF DEBT

Reference

Loan Number: 092299913-1  
 Deed of Trust Number: DOC-2005-0142581-00  
 Trustee Sale Number: 10-0032912  
 Property Address: 930 W. Cypress Rd., Oakley, CA 94561

I. Introduction

This adversary proceeding in Bankruptcy Court is required because it pertains to Plaintiff Dale-Norman: Harms who is not involved in the Bankruptcy but the outcome of the discharge affects him directly.

VERIFIED DECLARATORY JUDGEMENT OF VERIFICATION OF DEBT- 1

1 Defendant claims it has a security interest in the Plaintiffs'  
2 property which arises from a promissory note and deed of Trust signed  
3 by Plaintiff DALE HARMS AND LAURIE HARMS on or around April 14, 2005.

4  
5 The alleged "note" indicates that the debt is payable to AMPRO  
6 MORTGAGE CORPORATION. That document is not endorsed by AMPRO MORTGAGE  
7 CORPORATION to COUNTRYWIDE HOME LOANS, which is now BAC HOME LOANS  
8 SERVICING, LP, nor does it appear to be an original document. There  
9 is no assignment of said Deed of Trust to COUNTRYWIDE.

10  
11 Declaratory Judgment is sought by the Plaintiff to compel the  
12 Defendant to provide proof of claim before they are allowed to enforce  
13 the note. The Defendant currently insists on enforcing the note but  
14 has not provided any valid proof of claim besides a photocopy of the  
15 note made years ago.

16  
17 A Promissory Note, like a check is a one of a kind negotiable  
18 instrument. One cannot take a photocopy of a check to a bank to cash  
19 it. It is for this reason that the original wet ink signature  
20 promissory note is a critical piece of material evidence to establish  
21 whether or not the Defendant is the Holder in Due Course (as governed  
22 under the Californian Commercial Code), and if not, who is.

23  
24 The point at issue of this controversy is the right of  
25 enforcement of the Promissory Note by the Defendant.

26  
27  
28 **II. Jurisdiction and Venue**

VERIFIED DECLARATORY JUDGEMENT OF VERIFICATION OF DEBT- 2

1 The subject Property is in Contra Costa County and therefore  
2 falls under this Honorable Court's jurisdiction. The Plaintiff lives  
3 in Contra Costa County and the Defendant is a corporation that has  
4 done extensive business in Contra Costa County. The diverse  
5 citizenship of the litigants is covered under interstate commerce.  
6

7 The Venue is IN THE UNITED STATES BANKRUPTCY COURT NORTHERN  
8 DISTRICT OF CALIFORNIA, OAKLAND DIVISION this is the proper venue  
9 under 8 U.S.C. § 1391 (b) and (c) and 15 U.S.C. § 53(b).  
10  
11

12 **III. JUDICIAL NOTICE**

13 Plaintiff moves this Honorable Court to take the following  
14 Mandatory Judicial Notice:

15 1) Under the Federal Rules of Civil Procedure Rule 201 (d) of the  
16 following:

17 a. The United States Supreme Court, in *Haines v Kerner* 404  
18 U.S. 519 (1972), said that all litigants defending  
19 themselves must be afforded the opportunity to present  
20 their evidence and that the Court should look to the  
21 substance of the complaint rather than the form.

22 b. In *Platsky v CIA*, 953 F.2d 26 (2<sup>nd</sup> Cir. 1991), the  
23 Circuit Court of Appeals allowed that the District Court  
24 should have explained to the litigant proceeding without a  
25 lawyer, the correct form to the plaintiff so that he could  
26 have amended his pleadings accordingly. Plaintiff  
27 respectfully reserves the right to amend this complaint.

28 2) Under the Federal Rules of Evidence:

VERIFIED DECLARATORY JUDGEMENT OF VERIFICATION OF DEBT- 3



1 In Omychund v Barker (1745) 1 Atk, 21, 49; 26 ER 15, 33, Lord  
2 Harwicke stated that no evidence was admissible unless it was  
3 "the best that the nature of the case will allow".

4 a) Rule 1002. Requirement of Original

5 To prove the content of a writing, recording, or  
6 photograph, the original writing, recording, or  
7 photograph is required, except as otherwise provided in  
8 these rules or by Act of Congress.

9  
10 b) Rule 1003. Admissibility of Duplicates

11 A duplicate is admissible to the same extent as an  
12 original unless (1) a genuine question is raised as to  
13 the authenticity of the original or (2) in the  
14 circumstances it would be unfair to admit the duplicate  
15 in lieu of the original.

16  
17 In presenting evidence regarding the promissory note, a  
18 photocopy is considered a forgery for this purpose as its  
19 authenticity is at issue, and it is unfair to admit the  
20 duplicate in lieu of the original. Under California  
21 Commercial Code, the original is required to have a chain of  
22 endorsements documenting the chain of title of ownership. The  
23 original contains material evidence pertaining to who the  
24 **current** [emphasis] holder in due course is, that the duplicate  
25 (made years ago) cannot provide.

26  
27 **IV. The Parties**  
28

1           1. The Plaintiff, Dale-Norman: Harms is a natural person and  
2 resident of Contra Costa County seeking bankruptcy protection. DALE  
3 HARMS AND LAURIE HARMS are the debtor(s) of the loan.

4  
5           3. The Defendant, BAC HOME LOANS SERVICING, LP, is the alleged  
6 lender of this loan with adverse interest in the controversy. Through  
7 a series of unknown and undocumented transactions from the original  
8 lender, BAC HOME LOANS SERVICING, LP is claiming to be the current  
9 holder in due course and creditor in this action.

10  
11           4. AMPRO MORTGAGE CORPORATION is the original lender of the  
12 promissory note.

13  
14  
15  
16  
17 **V. Statement of Facts**

18           Plaintiff, DALE HARMS AND LAURIE HARMS did sign a promissory note  
19 and Deed of Trust with the AMPRO MORTGAGE CORPORATION on or around  
20 April 14, 2005.

21  
22           It is the pattern and practice of banking institutions to bundle  
23 and trade "mortgage backed securities" trading and mortgage  
24 securitizations; therefore it is uncertain who is actually the note  
25 holder in due course of the Plaintiff's promissory note and Deed of  
26 Trust.

1       Therefore, it is reasonable for the Plaintiff assume that his  
2 loan was also traded and to verify whether or not the Defendant has a  
3 valid claim, and the lawful right of enforcement of the alleged debt.  
4 Therefore, the Defendant is required to verify that the Defendant has  
5 proof of claim and standing under FRBP Rule 3001 (d).  
6

7       On March 10, 2010, the TRUSTEE recorded a Notice of Default at  
8 the Contra Costa County Recorder Office, however, failed to notify the  
9 Plaintiff as required by Californian Civil Code 2924.  
10

11       On April 19, 2010, the TRUSTEE recorded a Substitution of Trustee  
12 and Assignment of Deed of Trust at the Contra Costa County Recorder  
13 Office, however, failed to notify the Plaintiff as required by  
14 Californian Civil Code 2924.  
15

16       On June 16, 2010, the TRUSTEE recorded a Notice of Trustee's Sale  
17 at the Contra Costa County Recorder Office, however, failed to notify  
18 the Plaintiff as required by Californian Civil Code 2924.  
19

20       The proposed date of sale has changed 3 times. The first date was  
21 July 9, 2010, that date was postponed until July 27, 2010. The  
22 Plaintiff was told about the postponement on July 8, 2010, when he was  
23 notifying TRUSTEE of Bankruptcy Case No. 10-47720. Plaintiff called  
24 TRUSTEE July 26, 2010, and was told the sale was postponed until  
25 August 10, 2010 at 10:00am. Plaintiff again called the morning of  
26 August 10, 2010. The TRUSTEE was going to go ahead and sell the  
27 property. Plaintiff told them about Adversary Proceeding 10-04190,  
28 which is a subset case under this BK case 10-47720. Plaintiff

1 immediately faxed over the pertinent documents of the AP-10-04190. The  
2 TRUSTEE blatantly still scheduled the Trustee Sale for August 24, 2010  
3 at 10:00AM.

4  
5 Californian Civil Code 2924.3 (1) due process has not been  
6 observed for this purpose and therefore the intended foreclosure is  
7 invalid.

8  
9 The Plaintiff, DALE HARMS AND LAURIE HARMS filed for Chapter 13  
10 protection on July 08, 2010.

11  
12  
13 VI. CAUSE OF ACTION

14  
15 At issue is whether or not the Defendant has valid claim and  
16 therefore standing to enforce the negotiable instrument as well as  
17 claim as a creditor. Under (Californian Commercial Code) CA.C.C. -  
18 3301, it is necessary for the Defendant to establish proof of claim in  
19 order to have the authority to enforce the negotiable instrument.

20  
21 Under CA Civil Code 2924 (a):

22 *the power shall not be exercised except where the mortgage or*  
23 *transfer is made pursuant to an order, judgment, or decree of a*  
24 *court of record, or to secure the payment of bonds or other*  
25 *evidences of indebtedness authorized [emphasis].*

26  
27 The power of enforcement is subject to "evidence of  
28 indebtedness". The Plaintiff hereby petitions this Honorable Court to

1 render a Declaratory Judgment as to whether or not the Defendant has  
2 valid claim on the loan as referenced in this case.

3  
4 **Elements of a Declaratory Judgment**

5 1. There is a *bona fide*, actual, present, practical need for the  
6 declaration sought. *HERE*, the Defendant wishes to collect on a debt  
7 but have not provided any valid proof of claim other than a photocopy  
8 of an instrument made years ago to an entity other than the Defendant.  
9 *THEREFORE*, a declaration is sought from this court to determine  
10 whether the Defendant has claim on the promissory note.

11  
12 2. The declaration deals with present, ascertained or  
13 ascertainable state of facts or present controversy as to a state of  
14 facts. Anticipated future controversies will not support the action.  
15 *HERE*, the Defendant intends to sell the property in a Trustee Sale and  
16 claim standing as a creditor. *THEREFORE*, the declaration is required  
17 to resolve whether the Defendant has Standing to enforce the  
18 instrument and be named a Creditor in this action.

19  
20 3. Some right, power, privilege, or immunity of the complaining  
21 party is dependent on the facts or the law applicable to the facts.  
22 *HERE*, the Plaintiff has the right to demand presentment of the  
23 original instrument under CA.C.C. §3501 (b) 2 (a). It is uncertain  
24 who is the Holder in Due Course or whether the Defendant have any  
25 rights of enforcement. Under F.R.B.P. Rule 3001 (d), the Defendant  
26 must provide proof of claim of perfection of their security interest.  
27 *THEREFORE*, the Plaintiff motions this court to compel the Defendant to  
28 provide valid proof of claim.

1  
2 4. Some person has or may have an actual, present, adverse, and  
3 antagonistic interest in the subject matter, either in fact or law.  
4 *HERE*, the Defendant claims to have the right of Holder in Due Course  
5 and seeks to enforce the negotiable instrument as a creditor. As it  
6 is the pattern and practice of the banking industry to sell/assign  
7 notes that comes into their possession, the Plaintiff has the right to  
8 know who is the real party of interest in this subject matter.  
9 *THEREFORE*, the declaration is required to clarify each party's  
10 position in this controversy.

11  
12 5. The adverse and antagonistic interest is before the court by  
13 proper process or class representation. *HERE*, there is genuine adverse  
14 interest. The Defendant wishes to foreclose on the subject property  
15 and claim standing as a creditor but have not provided valid proof of  
16 claims as defined under Californian Commercial Code nor F.R.B.P. Rule  
17 3001 (d). *THUS*, intervention of the court is sought to clarify the  
18 Defendant's position and the rights of the Plaintiff.

19  
20 6. The relief sought is not merely the giving of legal advice by  
21 the court or an answer to questions founded merely in curiosity. *HERE*,  
22 an absolute declaration is petitioned before this court to adjudicate  
23 the rights of each party involved in this controversy. The Defendant  
24 wishes to enforce the note and claim standing as a creditor but have  
25 not provided any proof of claim. *THUS*, a declaration is needed to  
26 compel the Defendant to either provide proof of claim or release their  
27 claim over the Plaintiff.  
28

1        *In conclusion*, having fulfilled all the elements of the  
 2 declaratory judgment, this court has subject matter jurisdiction to  
 3 declare the rights of each party in this clear and present controversy  
 4 involving the promissory note, who the real parties of interest are  
 5 and who has standing to enforce the negotiable instrument as a  
 6 creditor.

7  
 8  
 9  
 10 VII. PRESUMPTIONS OF LAW REBUTTED

11 1) The Defendant Has Valid Standing to Enforce the Note

12        It is the presumption that the Defendant has valid standing to  
 13 enforce the promissory note.

14  
 15        The Plaintiff hereby motions the court to take judicial notice  
 16 that the Plaintiff is rebutting this presumption. This right of  
 17 enforcement is at issue.

18  
 19  
 20 VIII. Claims

21  
 22 1) The Defendant has no Standing to Enforce the Negotiable Instrument

23        It is pattern and practice of banking institutions to sell and/or  
 24 assign loans, therefore it is uncertain who is actually the current  
 25 [emphasis] note holder in due course and who is entitled to enforce  
 26 the promissory note. This is evident by the fact that the original  
 27 lender is AMPRO MORTGAGE CORPORATION while the current claimant is BAC  
 28 HOME LOANS SERVICING, LP.

1  
2 Further, on clause 20 on the original closing documents of the  
3 promissory note under the title of "Sale of Note; Change of Loan  
4 Servicer; Notice of Grievance: The note or partial interest in the  
5 note together with this security instrument can be sold one or more  
6 times without prior notice to Borrower". See Exhibit B.  
7

8 At issue is who the Holder is and whether the Defendant has the  
9 authority of or from the Holder. Under CA.C.C. 3301, the authority to  
10 enforce the promissory note comes directly from the Holder in Due  
11 Course. Under F.R.B.P. Rule 3001 (d), the Defendant must provide  
12 valid proof of claim as a creditor.  
13

14 Under CA.C.C. 3501 (b) 2 (a) the original wet ink signature  
15 promissory note is the only allowable evidence as proof of claim. The  
16 original promissory note is **critical material evidence** [emphasis] to  
17 support the Defendant's proof of claim as it contains the only valid  
18 and legally binding chain of title of assignment on the negotiable  
19 instrument and identifies who the last legal Holder in Due Course. A  
20 photocopy of the instrument made years ago is insufficient proof of  
21 claim and is rejected by the Plaintiff<sup>1</sup> as it does not provide any  
22 evidence as to who the **current** [emphasis] Holder in Due Course is.  
23

24 Under CA.C.C. 3308 (a), the signature in an instrument denied by  
25 the Party under whom enforcement is required is not admissible. The  
26 burden of proof must be bore by the Party seeking enforcement (the  
27 Defendant). Therefore, for the purpose of this controversy, all  
28

---

<sup>1</sup> *Indymac Bank v. Boyd*, 880 N.Y.S.2d 224 (2009).



1 photocopies of the promissory note are considered a forgery as the  
2 signature on any photocopy supplied by the Defendant cannot be  
3 verified, and its authenticity is disputed.

4  
5 If Defendant cannot show they are a Note Holder in Due Course nor  
6 establish lawful authority from the true Note Holder in Due Course,  
7 then they have no Standing to have the right of enforcement or claim  
8 as a creditor.

9  
10 2) MERS has no Lawful Authority to Assign the Note and Deed of Trust.

11 MERS (Mortgage Electronic Registration Systems) electronically  
12 tracks the transfer of title between assignments of the promissory  
13 note for the purpose of securitization tracking.

14  
15 United States Bankruptcy Court for the Eastern District of  
16 California has issued a ruling dated May 20, 2010 in the matter of In  
17 Re: Walker that is on point in Case No. 10-21656-E-11, stating that  
18 "MERS is not the owner of the underlying note and therefore could not  
19 transfer the note, the beneficial interest in the deed of trust, or  
20 foreclose on the property secured by the deed".

21  
22 No record document suggests that AMPRO MORTGAGE CORPORATION  
23 transferred its beneficial interest to COUNTRYWIDE HOME LOANS now BAC  
24 HOME LOANS SERVICING, LP.

25  
26 The Plaintiff motions this Court to take Judicial Notice of the  
27 Memorandum in Support of the Declaratory Judgment for this case.

1 Therefore, the assignment on the Substitution of Trustee (see  
 2 Exhibit A) has no validity and the Defendant is not a real party of  
 3 interest. The Defendant lacks the authority to neither enforce the  
 4 instrument nor claim to be a creditor in this action.

5  
 6  
 7 **3) The Defendant lacks Standing as a Creditor in this controversy.**

8 Fed. R. Civ. P. 17 states "an action must be prosecuted in the  
 9 name of the real party of interest." The standing doctrine "involves  
 10 both constitutional limitations on federal court jurisdiction and  
 11 prudential limitations on its exercise." *Kowalski v. Tesmer*, 543 U.S.  
 12 125, 128-29, 125 S. Ct. 564, 160 L. Ed. 2d 519 (2004) (quoting *Warth*  
 13 *v. Seldin*, 422 U.S. 490, 498, 95 S. Ct. 2197, 45 L. Ed. 2D 343  
 14 (1975)). Constitutional standing under Article III requires, at a  
 15 minimum, that a party must have suffered some actual or threatened  
 16 injury as a result of the defendant's conduct, that the injury be  
 17 traced to the challenged action, and that it is likely to be redressed  
 18 by a favorable decision. (*Valley Forge Christian Coll. V. Am. United*  
 19 *for Separation of Church and State*, 454 U.S. 464, 472, 102 S. Ct. 752,  
 20 70 L. Ed. 2d 700 (1982) (citations and internal quotations omitted)).  
 21 Beyond the Article III requirements of injury in fact, causation, and  
 22 redressibility, the creditor must also have prudential standing, which  
 23 is a judicially-created set of principles that places limits on the  
 24 class of persons who may invoke the courts' powers. (*Warth v. Seldin*,  
 25 422 U.S. 490, 499, 95 S. Ct. 2197, 45 L. Ed. 2d 343 (1975)). As a  
 26 prudential matter, a plaintiff must assert "his own legal interests as  
 27 the real party in interest". (*Dunmore v. United States*, 358 F.3d 1107,  
 28

1 1112 (9<sup>th</sup> Cir. 2004), as found in Fed. R. Civ. P 17, which provides "an  
2 action must be prosecuted in the name of the real party of interest"

3  
4 In order to have Standing in this controversy, the Defendant must  
5 show that they are a real party of interest (*Patton v. Diemer*, 35 Ohio  
6 St. 3d 68; 518 N.E.2d 941; 1988), *In re Weisband v. GMAC, UNITED*  
7 *STATES BANKRUPTCY COURT FOR THE DISTRICT OF ARIZONA*. Case No. 4:09-bk-  
8 05175-EWH.

9  
10 Under Generally Accepted Accounting Principles, a Creditor is  
11 defined as a party who has debited his account and Credits the Debtor.

12 <sup>2, 3</sup>

13 If the Defendant cannot show actual loss as a result of the  
14 issuance of the loan, they are not a real party of interest and  
15 therefore do not have Standing in this controversy.

16  
17 IX. CONCLUSION

18  
19  
20 <sup>2</sup> "Neither, as included in its powers not incidental to them, is it a part of a bank's  
21 business to lend its credit. If a bank could lend its credit as well as its money, it might, if  
22 it received compensation and was careful to put its name only to solid paper, make a  
23 great deal more than any lawful interest on its money would amount to. If not careful,  
24 the power would be the mother of panics . . . Indeed, lending credit is the exact opposite  
25 of lending money, which is the real business of a bank, for while the latter creates a  
26 liability in favor of the bank, the former gives rise to a liability of the bank to another. /  
*Morse. Banks and Banking* 5th Ed. Sec 65; *Magee, Banks and Banking*, 3rd Ed. Sec  
248." *American Express Co. v. Citizens State Bank*, 181 Wis. 172, 194 NW 427  
(1923).

27 <sup>3</sup> "A bank is not the holder in due course upon merely crediting the depositors account."  
28 *Bankers Trust v. Nagler*, 23 A.D.2d 645, 257 N.Y.S.2d 298 (1965).

1 If the Defendant wishes to claim standing as a creditor, they  
 2 must first provide proof that they are in fact entitled to enforce the  
 3 security instrument. Much like making payments for a stolen vehicle,  
 4 under California Commercial Code, the Debtor is entitled to demand  
 5 proof of ownership of the Note and/or written authority from the boni  
 6 fide holder in due course from the Defendant.

7  
 8 If the Defendant cannot produce valid proof of claim, then they  
 9 are not a real party of interest and therefore have no Standing in  
 10 this controversy and must be removed from the record as a creditor  
 11 against the Plaintiff and their property.

12  
 13  
 14 **X. PRAYER FOR RELIEF**

15  
 16 WHEREFORE, Plaintiff respectfully moves this Honorable Court that  
 17 should the Defendant fail to produce proof of claim, that this  
 18 Honorable Court enters a judgment ordering the following remedies:

- 19  
 20 a) Releases all claims against Plaintiff in relations to this case  
 21 due to lack of proof of claim and standing.  
 22 b) No further action can be taken against Plaintiff, including but  
 23 not limited to foreclosure sale, Trustee sale, Quiet Title Action  
 24 or collections.  
 25 c) Removes all derogatory reporting with the credit bureaus in  
 26 relations to this case and reporting this account as "Settled in  
 27 Full".  
 28

- d) Mark this Note as "Settled in Full" for the Defendant's own record as well as all public records including but not limited to; all credit bureaus and county records.
- e) Return all monies collected on this transaction to date with the same interest as the original promissory note, calculated from the date of the loan, paid in one lump sum.
- f) Issue a full reconveyance on the Deed of Trust.
- g) All legal costs and attorney fees.
- h) Any and all other remedies appropriate and necessary deemed by this Honorable Court.

# XI. VERIFICATION

I, Dale-Norman: Harms, hereby declare that the above statements are true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Dated this September 08, 2010

by:

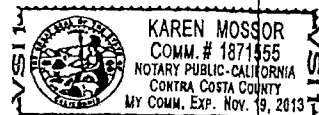
Dale-Norman: Harms  
Dale Norman Harms, in propria persona, Sui Juris  
Authorized representative, without prejudice

## JURAT

State of CALIFORNIA )  
 ) SS  
County of CONTRA COSTA)

Subscribed and sworn to (or affirmed) before me on this 8th day of September, 2010, by Dale Norman Harms, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature Karen Mossor (seal)



VERIFIED DECLARATORY JUDGEMENT OF VERIFICATION OF DEBT- 16

1  
2  
3

**Exhibit A: Substitution of Trustee**

53  
**LANDSAFE TITLE**  
 RECORDING REQUESTED BY:  
 RECONTRUST COMPANY  
 AND WHEN RECORDED MAIL DOCUMENT  
 AND TAX STATEMENTS TO:  
 RECONTRUST COMPANY  
 1800 Tapo Canyon Rd., CA6-914-01-94  
 SIMI VALLEY, CA 93063

ATTN: Shaun Wicks  
 TS No. 10-0032912

10-8-131394

CONTRA COSTA Co Recorder Office  
 STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2010-0077103-00**

Check Number  
 Monday, APR 19, 2010 14:26:00  
 MOD \$2.00 REC \$22.00 FTC \$0.00  
 DAF \$5.40 REF \$0.60 RED \$2.00  
 ERD \$2.00  
 Ttl Pd \$34.00 Nbr-0000450452  
 kat/RL/2-1

### SUBSTITUTION OF TRUSTEE AND ASSIGNMENT OF DEED OF TRUST

The undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (hereinafter referred to as Beneficiary) is the Beneficiary of that certain Deed of Trust dated 04/14/2005, executed by DALE HARMS AND LAURIE HARMS HUSBAND AND WIFE, Trustor, to AMPRO MORTGAGE CORPORATION., as Trustee, and recorded as Instrument No. 2005-0142581-00 on 04/22/2005, of Official Records in the County Recorder's Office of CONTRA COSTA County, California. NOW THEREFORE, Beneficiary hereby substitutes RECONTRUST COMPANY, N.A., WHOSE ADDRESS IS: 1800 Tapo Canyon Rd., CA6-914-01-94, SIMI VALLEY, CA 93063, as Trustee under said Deed of Trust herein referred to, in the place and stead of and with all rights, title, powers, and interest of the former trustee described above.

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, conveys and transfers to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-27 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-27 all beneficial interest under that certain Deed of Trust described above. Said described land: "As more fully described in the above referenced Deed of Trust." Together with the note or notes therein described or referred to, the money due and to become due thereon with the interest, and all rights accrued or to accrue under said Deed of Trust.

DATED: March 08, 2010

MORTGAGE ELECTRONIC REGISTRATION  
 SYSTEMS, INC.

State of: **CALIFORNIA**

County of: **VENTURA**

On **APR 02 2010**

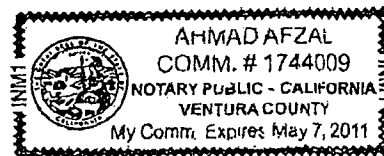
before me, Ahmad Afzal, notary public, personally appeared T. SEVILLANO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ahmad Afzal (Seal)  
 Notary Public's Signature

Ahmad Afzal



Form subasgnmnt (01/09)

1  
2  
3  
4

**Exhibit B: Borrower's Certification and Authorization**



142581

Loan No: 1040030798

Data ID: 558

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

(Page 13 of 16 Pages)



P+1040030798+2771+13+16+CACNVADT

In Re

DALE NORMAN HARMS  
LAURIE ANN HARMS

Chapter 13 Case No. 10-47720-RN 13

DEBTOR(S)

## CERTIFICATE OF SERVICE

I HERBY CERTIFY that I have served a copy of the within and foregoing document(s) on the Trustee, and if applicable, the creditor representatives and the registered agent for the creditor by depositing it in the United States mail first class postage attached thereto.

USPS Priority Mail Signature Confirmation Number: 9410 8036 9930 0010 8099 92


I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Mailed to:  
BAC Home Loans Servicing LP  
7105 Corporate Drive  
Plano, Texas 75024

Alleged Creditor to Debtor(s)

Date: September 09, 2010

/s/

  
Cherie Pilkington  
101 Beede Way, Antioch, CA 94509

CERTIFICATE OF SERVICE - 1

In Re

DALE NORMAN HARMS  
LAURIE ANN HARMS

Chapter 13 Case No. 10-47720-RN 13

DEBTOR(S)

## CERTIFICATE OF SERVICE

I HERBY CERTIFY that I have served a copy of the within and foregoing document(s) on the Trustee, and if applicable, the creditor representatives and the registered agent for the creditor by depositing it in the United States mail first class postage attached thereto.

USPS Priority Mail Signature Confirmation Number: 9410 8036 9930 0010 8099 61

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Mailed to:  
Tami S. Crosby  
Miles, Bauer, Bergstrom and Winters  
1665 Scenic Ave. #200  
Costa Mesa, CA 92626

Representative of alleged Creditor to Debtor(s)

Date: September 09, 2010

/s/



Cherie Pilkington  
101 Beede Way, Antioch, CA 94509

CERTIFICATE OF SERVICE - 1

In Re

DALE NORMAN HARMS  
LAURIE ANN HARMS

Chapter 13 Case No. 10-47720-RN 13

DEBTOR(S)

## CERTIFICATE OF SERVICE

I HERBY CERTIFY that I have served a copy of the within and foregoing document(s) on the Trustee, and if applicable, the creditor representatives and the registered agent for the creditor by depositing it in the United States mail first class postage attached thereto.

USPS Priority Mail Signature Confirmation Number: 9410 8036 9930 0010 8099 54


I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Mailed to:  
Martha G. Bronitsky  
Chapter 13 Standing Trustee  
24301 Southland Dr. #200  
Hayward, CA 94545-1541  
(510) 266-5580

Trustee for Debtor(s)

Date: September 09, 2010

Is/

  
Cherie Pilkington  
101 Beede Way, Antioch, CA 94509

CERTIFICATE OF SERVICE - 1

In Re

DALE NORMAN HARMS  
LAURIE ANN HARMS

Chapter 13 Case No. 10-47720-RN 13

DEBTOR(S)

## CERTIFICATE OF SERVICE

I HERBY CERTIFY that I have served a copy of the within and foregoing document(s) on the Trustee, and if applicable, the creditor representatives and the registered agent for the creditor by depositing it in the United States mail first class postage attached thereto.

USPS Priority Mail Signature Confirmation Number: 9410 8036 9930 0010 8099 85

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Mailed to:  
Office of the U.S. Trustee  
1301 Clay St. #690N  
Oakland, CA 94612

U.S. Trustee for Debtor(s)

Date: September 09, 2010

/s/

  
Cherie Pilkington

101 Beede Way, Antioch, CA 94509

CERTIFICATE OF SERVICE - 1

In Re

DALE NORMAN HARMS  
LAURIE ANN HARMS

Chapter 13 Case No. 10-47720-RN 13

DEBTOR(S)

## CERTIFICATE OF SERVICE

I HERBY CERTIFY that I have served a copy of the within and foregoing document(s) on the Trustee, and if applicable, the creditor representatives and the registered agent for the creditor by depositing it in the United States mail first class postage attached thereto.

USPS Priority Mail Signature Confirmation Number: 9410 8036 9930 0010 8099 78

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Mailed to:  
GE Money Bank  
c/o Recovery Management Systems Corp.  
25 SE 2nd Avenue, Suite 1120  
Miami, FL 33131-1605  
Attn: Ramesh Singh

Alleged Creditor to Debtor(s)

Date: September 09, 2010

/s/

Cherie Pilkington

101 Beede Way, Antioch, CA 94509

CERTIFICATE OF SERVICE - 1

EXHIBIT “11”

Entered on Docket  
October 26, 2010  
GLORIA L. FRANKLIN, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA



Signed: October 25, 2010

*Randall J. Newsome*

RANDALL J. NEWSOME  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

In re Dale Norman Harms and  
Laurie Ann Harms,  
  
Debtors.

Case No. 10-47720  
Chapter 13

Dale Norman Harms and  
Laurie Ann Harms,  
  
Plaintiffs,  
v.  
Bac Home Loans Servicing, LP and  
Recontrust Company, N.A. ,  
  
Defendants.

Adv. Pro. No. 10-4262 AN

**ORDER DISMISSING ADVERSARY PROCEEDING**

In accordance with the record established at an October 21, 2010 Chapter 13 plan confirmation hearing, the above-captioned adversary proceeding is hereby dismissed.

**IT IS SO ORDERED.**

**\*\*END OF ORDER\*\***

United States Bankruptcy Court  
Northern District of California



COURT SERVICE LIST

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Dale Norman Harms  
Laurie Ann Harms  
2063 Main St. #282  
Oakley, CA 94561  
  
Tami S. Crosby  
Miles, Bauer, Bergstrom and Winters  
1665 Scenic Ave. #200  
Costa Mesa, CA 92626  
  
Office of the U.S. Trustee  
1301 Clay St. #690N  
Oakland, CA 94612

EXHIBIT “12”

E-filing

1 Dale Harms  
2 2063 Main Street, Suite 282  
3 Oakley, CA 94561  
4 Telephone 925-785-0389  
5 Fax 925-625-1211  
6 degarmo@sonic.net  
7 Plaintiff, Pro per

FILED

JUN - 7 2011

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

Free  
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09

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 OAKLAND DIVISION

ADR

C11-02757

12 DALE HARMS,

) CASE NO.

13 PLAINTIFF,

)

14 vs.

) VERIFIED COMPLAINT,  
) STATEMENT OF CLAIM AND  
) STATEMENT UPON WHICH  
) RELIEF CAN BE GRANTED

16 BAC HOME LOANS SERVICING,  
17 L.P.

) JURY TRIAL DEMANDED

18 RECONTRUST COMPANY N.A.,  
19 AND DOES 1-10, INCLUSIVE,

)

20 DEFENDANTS.

)

21 COMES NOW the Plaintiff, Dale Harms, respectfully submits his

22 Verified Complaint, Statement of Claim and Statement Upon Which

23 Relief Can Be Granted in this honorable Court against the

24 Defendant(s) BAC HOME LOANS SERVICING, L.P., and

25  
26  
27  
28  
VERIFIED COMPLAINT

1 RECONTRUST COMPANY N.A., and states as follows:

2 PARTIES

3  
4 1. The Plaintiff, Dale Harms ["Plaintiff" or "Harms"], is a natural  
5 person and at all times is a resident of the state of California and the  
6 County of Contra Costa.

7  
8 2. Defendant BAC HOME LOANS SERVICING, L.P., is a Texas  
9 Limited Partnership, and RECONTRUST COMPANY N.A., is a  
10 member of the National Banking Association ["Defendant"], that  
11 engages in the business of collecting on consumer debts (i.e. a debt  
12 collector under the FDCPA) and it does business in this Judicial  
13 District. Its principle place of business is outside the State of  
14 California.  
15  
16

17 JURISDICTION AND VENUE

18  
19 3. This is an action brought by a consumer for violations of the Fair  
20 Debt Collection Practices Act (15 U.S.C. §1692 et seq. [hereinafter  
21 "FDCPA"]). Therefore, subject matter jurisdiction exists under 28  
22 U.S.C. §1331.  
23

24  
25 4. This action is also brought under California State Law's  
26 Rosenthal Act. These claims are brought under 28 U.S.C. Section 1332  
27  
28

1 as there exists complete diversity and the amount in controversy  
2 exceeds Seventy Five Thousand Dollars (\$75,000.00), exclusive of costs  
3 and interests.  
4

5 5. Venue is proper in this Court under 28 U.S.C Section 1391(b) as a  
6 substantial part of the events giving rise to the claim took place in this  
7 Judicial District and Defendant is subject to personal jurisdiction in  
8 this Judicial District.  
9

10 STATEMENT OF CLAIM  
11

12 6. The Defendant is a 3rd Party Debt Collector located in SIMI  
13 VALLEY, CA, as such is governed under the law by the Fair Debt  
14 Collection Practices Act 15 USC §1601, et seq. The Defendant is also a  
15 wholly owned subsidiary of BANK OF AMERICA CORPORATION a  
16 credit lender and as such governed under the law by The Fair Credit  
17 Reporting Act 15 USC §1681, et seq. and also reports these accounts to  
18 the national credit reporting agencies i.e. TransUnion, Equifax and  
19 Experian.  
20  
21  
22

23 7. The State of California abides by and adheres to these laws.  
24 Specifically the Fair Credit Reporting Act 15 USC §1681, et seq. and  
25 FDCPA and Rosenthal Act and §1681 of the FCRA. The Defendants  
26  
27  
28

1 are governed under these laws.

2 8. The Plaintiff denies ever having any contractual agreement for  
3 credit, loans or services relationship with the Defendants.  
4

5 9. Even if the Plaintiff did have such an agreement, which the  
6 Plaintiff denies, the alleged debt is not in question here. But the fact as  
7 to how it was or was not validated and wrongful actions of the  
8 Defendants in an attempt to collect and credit reporting of the alleged  
9 debt, violated rights of the Plaintiff and the laws as outlined in the  
10 Debt Collections Practices Act, 15 USC §1601, et seq. and the Fair  
11 Credit Reporting Act 15 USC §1681 et seq.  
12  
13  
14

15 10. On or about February 28, 2011 the Defendant contacted the  
16 Plaintiff by U.S. Mail indicating they were noticing me of Default and  
17 election to sell under Deed of Trust, and that they are acting as an  
18 agent for the Beneficiary of said Deed of Trust collecting the debt.  
19

20 11. A statement indicated that "This amount is \$34, 414.56, as of  
21 02/10/2011 and will increase until your account becomes current"  
22  
23  
24

25 FIRST CLAIM FOR RELIEF  
26 VIOLATION OF STATE LAW  
27  
28

VERIFIED COMPLAINT

1 Overshadowing 1996 U.S. Dist LEXIS 22555, \*

2 DEBRA TYCHEWICZ, Plaintiff v. RICHARD DOBBERSTEIN d/b/a  
3 CREDIT ASSOCIATES, Defendant, 96-C-0195-S  
4

5 12. The Plaintiff has 30 days to respond to this alleged account and  
6 the statement "This amount is \$34, 414.56, as of 02/10/2011 and will  
7 increase until your account becomes current " indicates that the  
8 Plaintiff must contact them immediately as opposed to the 30 days as  
9 allowed by law.  
10

11 Plaintiff demands judgment in the amount of \$1,000.00  
12

13 SECOND CLAIM FOR RELIEF  
14 VIOLATION OF SECTION 809 OF THE FDCA  
15

16 Plaintiff re-alleges the allegations set forth in paragraphs 1 through 12  
17 hereinabove.  
18

19 13. On or about March 01, 2011 the Plaintiff sent a letter of  
20 validation/dispute (Exhibit A) to the Defendant asking to provide proof  
21 of the alleged debt. The Plaintiff sent this by certified US Mail return  
22 receipt requested. The Defendant received this on March 03, 2011. As  
23 of today's date there has been one response from the Defendant in this  
24 matter. It was received May 31, 2011, 89 days AFTER receiving the  
25  
26  
27  
28

VERIFIED COMPLAINT

1 letter of validation/dispute. During this time the Defendants continued  
2 with numerous attempts at collecting the alleged debt, and did not  
3 cease collection of the debt, or any disputed portion thereof, until the  
4 Defendant obtained validation of the debt. Each of these violations,  
5 totally 25, (Exhibit 1) is \$1,000.00 apiece, and growing.  
6

7  
8 14. This response from the Defendant, which was received by the  
9 Plaintiff 3 months after the initial dispute, was an alleged verification,  
10 with a COPY of the alleged Note, and DOT, a computer printout of the  
11 alleged loans history, only showing alleged payments, but nothing  
12 showing from when Ampro Mortgage had it, and the name and address  
13 of the original lender, and not validation. It was signed by a Mrs. Tina  
14 Green, VP-ReconTrust Legal Support, which by her title it is clear that  
15 she has NO firsthand knowledge of the accounting of the alleged debt.  
16 This Validation MUST come from somebody who works with the books,  
17 and has intimate firsthand knowledge of the alleged account, signed  
18 under penalty of perjury, otherwise it is hearsay, and according to  
19 Federal Rules of Evidence, under the Hearsay Rule, cannot be used as  
20 evidence or testimony in this matter.  
21

22  
23  
24  
25  
26 *Important Note: Under CA.C.C. 3308 (a), the signature in an instrument*  
27  
28



1 *denied by the Party under whom enforcement is required is not*  
2 *admissible. The burden of proof must be bore by the Party seeking*  
3 *enforcement (ReconTrust). Therefore, for the purpose of this controversy,*  
4 *all photocopies of the Promissory Note and Deed of Trust, are considered*  
5 *a forgery, as the signature on any photocopy supplied by ReconTrust*  
6 *cannot be verified, and its authenticity is explicitly disputed: End*

9 *Important Note*

10 14. The Plaintiff sent a letter (Exhibit 2) back to the Defendant in the  
11 form of a sworn affidavit under penalty of perjury, on June 01, 2011.

12 This letter explained the difference between Validation and  
13 Verification. Here is a quote from that letter: "Validation requires a  
14 sworn affidavit under penalty of perjury by someone with firsthand  
15 knowledge who works with the books showing the actual accounting of  
16 the alleged loan. This accounting must show from the alleged loan's  
17 inception, where the money came from that funded the loan, showing  
18 the account that was debited, and the account that was credited. It also  
19 must account for how the alleged loan went from Ampro Mortgage  
20 Corporation and arrived at BAC Home Loans Servicing, L.P., and how I  
21 became liable to BAC Home Loans, since I do not, and I did not, have  
22  
23  
24  
25  
26  
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28

1 any contractual relationship, between BAC Home Loans and myself. I  
2 specifically deny that I have ANY binding contract with BAC Home  
3 Loans Servicing, L.P., and I believe there is no evidence to the contrary.  
4 All this must be done using Generally Accepted Accounting Principles,  
5 showing the actual double entry bookkeeping. What must also be  
6 included is the original Abstract of Title, and Call Report. These two  
7 documents will show where and how this alleged loan was funded, and  
8 how it was, and has been, satisfied.”  
9

10  
11  
12 15. The Defendant violated Section 809 of the FDCPA Validation of  
13 Debts [15 USC 1692g]  
14

15 (b) If the consumer notifies the debt collector in writing within the  
16 thirty -day period described in subsection (a) that the debt, or any  
17 portion thereof, is disputed, or that the consumer requests the name  
18 and address of the original creditor, the debt collector shall cease  
19 collection of the debt, or any disputed portion thereof, until the debt  
20 collector obtains verification of the debt or any copy of a judgment, or  
21 the name and address of the original creditor, and a copy of such  
22 verification or judgment, or name and address of the original creditor,  
23 is mailed to the consumer by the debt collector.  
24  
25  
26  
27  
28

1 16. No proof of any account/debt has been received from  
2 RECONTRUST COMPANY N.A. to indicate any proof of any alleged  
3 debt.  
4

5 17. The Plaintiff pulled his credit report April 2011 and found that  
6 BAC HOME LOANS SERVICING, L.P., (BAC HOME LOANS  
7 SERVICING, L.P. is a sister company who works in collusion with  
8 RECONTRUST COMPANY N.A., and LANDSAFE INC. who are all  
9 three wholly owned subsidiaries of BANK OF AMERICA  
10 CORPORATION) had entered derogatory information into the  
11 Plaintiff's TransUnion, Experian and Equifax credit reports indicating  
12 that the account is a collection account, and is past due. By not  
13 providing any proof of the alleged account did perform continuous  
14 collection activity prior to providing proof of the alleged account. This  
15 remains in the Plaintiff's credit report to date; the Defendant has  
16 updated the account on numerous occasions.  
17

18  
19 Plaintiff demands judgment in the amount of \$26,000.00.  
20

21  
22 THIRD CLAIM FOR RELIEF

23 REPORTING ERRONEOUS AND INACCURATE INFORMATION

24 Plaintiff re-alleges the allegations set forth in paragraphs 1 through 17  
25 herein above.  
26  
27  
28

1 VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

2 18. According to the Fair Credit Reporting Act, Section 623,  
3 Responsibilities of furnishers of information to consumer reporting  
4 agencies [15 U.S.C. 1681s-2]:  
5

6 (a) Duty of furnishers of information to provide accurate information.

7  
8 (1) Prohibition.

9 (A) Reporting information with actual knowledge of errors. A person  
10 shall not furnish any information relating to a consumer to any  
11 consumer-reporting agency if the person knows or consciously avoids  
12 knowing that the information is inaccurate.  
13

14  
15 (B) Reporting information after notice and confirmation of errors. A  
16 person shall not furnish information relating to a consumer to any  
17 consumer-reporting agency if (i) the person has been notified by the  
18 consumer, at the address specified by the person for such notices, that  
19 specific information is inaccurate; and  
20

21 (ii) the information is, in fact, inaccurate.  
22

23 (2) Duty to correct and update information. A person who

24 (A) regularly and in the ordinary course of business furnishes  
25 information to one or more consumer reporting agencies about the  
26  
27  
28

1 person's transactions or experiences with any consumer; and

2 (B) has furnished to a consumer reporting agency information that the  
3 person determines is not complete or accurate, shall promptly notify  
4 the consumer reporting agency of that determination and provide to the  
5 agency any corrections to that information provided by the person to  
6 the agency complete and accurate, had shall not thereafter furnish to  
7 the agency any of the information that remains not complete or  
8 accurate.  
9

10  
11  
12 (3) Duty to provide notice of dispute. If the completeness or accuracy of  
13 any information furnished by any person to any consumer reporting  
14 agency is disputed to such person by a consumer, the person may not  
15 furnish the information to any consumer reporting agency without  
16 notice that such information is disputed by the consumer.  
17  
18

19 (b) Duties of furnishers of information upon notice of dispute.

20 (1) In general. After receiving notice pursuant to section 611(a)(2)  
21 [§1681i] of a dispute with regard to the completeness or accuracy of any  
22 information provided by a person to a consumer reporting agency, the  
23 person shall  
24  
25

26 (A) conduct an investigation with respect to the disputed information;  
27  
28

1 (B) review all relevant information provided by the consumer reporting  
2 agency pursuant to section 611(a)(2) [§1681i];

3 (C) report the results of the investigation to the consumer reporting  
4 agency; and

5 (D) if the investigation find that the information is incomplete or  
6 inaccurate, report those results to all other consumer reporting  
7 agencies to which the person furnished the information and that  
8 compiles and maintains files on consumers on a nationwide basis.  
9

10 (2) Deadline. A person shall complete all investigations, reviews, and  
11 reports required under paragraph (1) regarding information provided  
12 by the person to a consumer reporting agency, before the expiration of  
13 the period under section 611(a)(1) [§1681i] within which the consumer  
14 reporting agency is required to complete actions required by that  
15 section regarding that information.  
16

17 19. The Defendant has reported this account to all three bureaus  
18 since October 2009 and has updated same for a period of 20 months in  
19 all three bureaus with erroneous and inaccurate information through  
20 today as they have not provided validation of the alleged debt/account.  
21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiff demands judgment for \$20,000.00.

2 FOURTH CLAIM FOR RELIEF  
3 FAILURE TO MARK THE ACCOUNT IN DISPUTE  
4 VIOLATION OF FCRA SECTION 623

5 Plaintiff re-alleges the allegations set forth in paragraphs 1 through 19  
6 herein above.

7  
8 20. According to the Fair Credit Reporting Act, section 623.

9 Responsibilities of furnishers of information to consumer reporting  
10 agencies [15 U.S.C. §1681s-2]:  
11

12 a) Duty of furnishers of information to provide accurate information.

13 (1) Prohibition.  
14

15 (A) Reporting information with actual knowledge of errors. A person  
16 shall not furnish any information relating to a consumer to any  
17 consumer-reporting agency if the person knows or consciously avoids  
18 knowing that the information is inaccurate.  
19

20 (B) Reporting information after notice and confirmation of errors. A  
21 person shall not furnish information relating to a consumer to any  
22 consumer-reporting agency if (i) the person has been notified by the  
23 consumer, at the address specified by the person for such notices, that  
24 specific information is inaccurate; and  
25  
26  
27  
28

1 (ii) the information is, in fact, inaccurate.

2 (2) Duty to correct and update information. A person who

3 (A) regularly and in the ordinary course of business furnishes

4 information to one or more consumer reporting agencies about the

5 person's transactions or experiences with any consumer; and

6 (B) has furnished to a consumer reporting agency information that the

7 person determines is not complete or accurate, shall promptly notify

8 the consumer reporting agency of that determination and provide to the

9 agency any corrections to that information provided by the person to

10 the agency complete and accurate, had shall not thereafter furnish to

11 the agency any of the information that remains not complete or

12 accurate.

13 (3) Duty to provide notice of dispute. If the completeness or accuracy of

14 any information furnished by any person to any consumer reporting

15 agency is disputed to such person by a consumer, the person may not

16 furnish the information to any consumer reporting agency without

17 notice that such information is disputed by the consumer.

18 (b) Duties of furnishers of information upon notice of dispute.

19 (1) In general. After receiving notice pursuant to section 611(a)(2)



1 [§1681i] of a dispute with regard to the completeness or accuracy of any  
2 information provided by a person to a consumer reporting agency, the  
3 person shall  
4

5 (A) conduct an investigation with respect to the disputed information;

6 (B) review all relevant information provided by the consumer reporting  
7 agency pursuant to section 611(a)(2) [§1681i];  
8

9 (C) report the results of the investigation to the consumer reporting  
10 agency; and  
11

12 (D) if the investigation find that the information is incomplete or  
13 inaccurate, report those results to all other consumer reporting  
14 agencies to which the person furnished the information and that  
15 compiles and maintains files on consumers on a nationwide basis.  
16

17 (2) Deadline. A person shall complete all investigations, reviews, and  
18 reports required under paragraph (1) regarding information provided  
19 by the person to a consumer reporting agency, before the expiration of  
20 the period under section 611(a)(1) [§1681i] within which the consumer  
21 reporting agency is required to complete actions required by that  
22 section regarding that information.  
23  
24  
25

26 21. The Defendant has reported this account to all three bureaus  
27  
28

1 since October 2009 and has updated same for a period of 20 months in  
2 all three bureaus with erroneous and inaccurate information through  
3 today as they have not provided validation of the alleged debt/account.  
4  
5 Plaintiff demands judgment for \$20,000.00  
6  
7

8 FIFTH CLAIM FOR RELIEF  
9 CONTINUED COLLECTION ACTIVITY IN VIOLATION OF  
10 SECTION 809

11 Plaintiff re-alleges the allegations set forth in paragraphs 1 through 21  
12 herein above.

13 22. False or misleading representations [15 USC 1692e] there was no  
14 consumer warning on the Notice of Default and Election to Sell under  
15 Deed of Trust letter "this is an attempt to collect a debt and any  
16 information obtained will be used for that purpose."  
17

18 The Plaintiff demands Judgment in the amount of \$1,000.00  
19  
20

21 SIXTH CLAIM FOR RELIEF  
22 CIVIL LIABILITY AND WILLFUL NONCOMPLIANCE WITH  
23 FDCPA AND FCRA

24 Plaintiff re-alleges the allegations set forth in paragraphs 1 through 22  
25 herein above.  
26  
27  
28

1 23. Mrs. Irma Garay who is the contact person with ReconTrust was  
2 aware of the situation, and failed to mitigate the issues and knowingly  
3 and with willful non-compliance and negligent noncompliance pursued  
4 continued collection activity. She failed to cease collection activities  
5 after being duly informed of the situation and of the violation of the  
6 FDCPA by ignoring all correspondence sent from the Plaintiff.  
7

8  
9 24. Defendant also violated under the FCRA section Sec. 1681n. Civil  
10 liability for willful noncompliance.

11  
12 Any consumer reporting agency or user of information which willfully  
13 fails to comply with any requirement imposed under this title with  
14 respect to any consumer in liable to that consumer in an amount equal  
15 to the sum of -  
16

17 (1) any actual damages sustained by the consumer as a result of the  
18 failure;  
19

20 (2) such amount of punitive damages as the court may allow; and  
21

22 (3) in the case of any successful action to enforce any liability under  
23 this section, the costs of the action together with reasonable attorney's  
24 fees as determined by the court.  
25

26 25. Under the FCRA Sec. 1681o. Civil liability for negligent  
27  
28

1 noncompliance

2 Any consumer reporting agency or user of information which is  
3 negligent in failing to comply with any requirement imposed under this  
4 title with respect to any consumer is liable to that consumer in an  
5 amount equal to the sum of -  
6

7  
8 (1) any actual damages sustained by the consumer as a result of the  
9 failure; and

10 (2) in the case of any successful action to enforce any liability under  
11 this section, the costs of the action together with reasonable attorney's  
12 fees as determined by the court.  
13

14  
15 Plaintiff demands judgment for punitive damages of \$20,000.00  
16

17  
18 CONCLUSION

19 26. The Plaintiff has contacted by an online dispute claim form to all  
20 three major credit reporting agencies in these matters: Experian,  
21 TransUnion and Equifax, and they have responded that they are  
22 reporting information correctly as provided by BAC HOME LOANS  
23 SERVICING, L.P.  
24

25  
26 27. The Defendants have damaged the Plaintiff's Credit Reports,  
27  
28

1 Credit Scores, and have committed Defamation of Character, per se'  
2 against the Plaintiff.

3 **WHEREFORE**, the Defendants have violated the Fair Credit  
4 Reporting Act and the Fair Debt Collection Practices Act, Rosenthal  
5 Act, Plaintiff demands judgment in the amount of \$88,000.00, plus all  
6 costs of this action, along with punitive damages in the amount of  
7 \$150,000.00 or as the court may allow and as prescribed by law.  
8

9 Plaintiff has tried every way possible to resolve these issues amicably  
10 but has not been replied to and has been ignored in these matters thus  
11 leaving the Plaintiff no alternative but to seek relief through this  
12 Honorable Court.  
13

14  
15  
16 STATEMENT UPON WHICH RELIEF CAN BE GRANTED

17 A settlement agreement between the Plaintiff and the Defendant that  
18 the Defendant shall remove any derogatory information and inquiries  
19 from all three major credit reporting agencies Trans Union, Equifax  
20 and Experian and any other known credit reporting agencies BAC  
21 HOME LOANS SERVICING, L.P. has used now or may use in the  
22 future.  
23

24 Defendant must also provide a letter and or Universal Data Form  
25  
26  
27  
28

1 indicating that they have done this and send same to the Plaintiff.

2 The Defendant must cease and desist any further collection activities

3 against the Plaintiff. Defendant may not fraudulently sell (steal) the

4 Plaintiffs lawfully owned property, to allegedly satisfy the un-validated

5 alleged account or transfer the alleged account to any other Collection

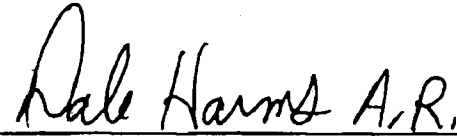
6 Agency or Attorney or entity now or in the future.

7 Payment of \$88,000.00 for their violations.

8 Damages as allowed by the Court.

9 Respectfully submitted this 7<sup>th</sup> day of June, 2011.

10  
11  
12  
13  
14  
15  
16 By:



Dale Harms, Plaintiff

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### VERIFICATION

I, Dale Harms, am the Plaintiff in the above-entitled action. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed this 7<sup>th</sup> day of June, 2011, in Oakley, California.

By: Dale Harms A.R.  
Dale Harms

# **Exhibit A**



Case 4:11-cv-02757-CW Document 1 Filed 06/07/11 Page 23 of 62

Dale Norman Harms  
c/o 2063 Main Street, Suite 282  
Oakley, California Republic

March 1, 2011

7010 1870 0000 0140 1749

Certified Mail Electronic Return Receipt Requested  
RECONTRUST COMPANY  
Attn: Tina Marie Sevillano  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063

TS Number 10-0032912

**DEMAND TO CEASE AND DESIST COLLECTION ACTIVITIES PRIOR TO  
VALIDATION OF PURPORTED DEBT**

This notice is in compliance with and under 15 USC §§1601, 1692 et seq.

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1601, 1692 et seq., this constitutes timely written notice that I decline to pay the attached erroneous purported debt which is unsigned and unattested, and which I hereby cancel in its entirety without dishonor on the grounds of breach, false representation and fraud.

15 U.S.C. §1692(e) states that a "false, deceptive, and misleading representation or means in connection with the collection of any debt" includes the false representation of the character of legal status of any debt and further makes a threat to take any action that cannot legally be taken a deceptive practice.

Such Notice omits information which should have been disclosed, such as citations, disclosing that agency's jurisdictional and statutory authority. Said Notice further contains, false, deceptive and misleading representations, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to

surrender certain substantive legal and statutory rights. To act upon this Notice would divest one of his/her property and/or their prerogative rights, resulting in legal injury.

Pursuant to 15 U.S.C. §1692(g)(4) Validation of Debts, if you have evidence to validate the claim that the attached presentment does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within 30 days, you will provide such validation and supporting evidence and competent witness to substantiate your claim. Until the requirements of the Fair Debt Collection Practices Act have been met and your claim is validated, you have no jurisdiction to continue any collection activities, including, but not limited to, reporting to any/all credit bureau reporting agencies.

This is a constructive notice that, absent the validation of your claim within 30 days, you must cease and desist and all collection activity and are prohibited from contacting me, through mail, by telephone, in person, at my home, or at my work. You are further prohibited from contacting my employer, my bank or any other third party associated with me, directly or indirectly. Each and every attempted contact, in violation of this Act, will constitute harassment, defamation of character, and slander of credit of reputation which will subject your agency and/or board, and any and all agents in his/her/their individual capacities, who take part in such harassment, and duration, to a liability for actual damages, as well as statutory damages of up to \$1,000.00 for each and every violation, and any further liability for legal fees to be paid to any counsel which I may retain. **Further, absent such validation of your claim, you are prohibited from proceeding with the foreclosure and are also barred from reporting any derogatory credit information to any Credit Reporting Agency, regarding this disputed purported debt.**

In Cox v. Helenius, 103 Wn.2d 383, \*,693 P.2d 683 (1985), in which the trustee knew that the right to foreclose was disputed the court held that the trustee should have delayed foreclosure. As a result of the trustee's failure to do so, the sale was held void.

*California Civil Code §3517* No one can take advantage of his own wrong.

Sincerely,



Dale Norman Harms

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

**RECONTRUST COMPANY**  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063

Attn: T. Sevillano  
TS No. 10-0032912  
Title Order No. 10-8-131394

**THE FOLLOWING COPY OF 'NOTICE',  
THE ORIGINAL OF WHICH WAS FILED  
FOR RECORD ON 02/17/2011 IN THE  
OFFICE OF THE RECORDER OF Contra  
Costa COUNTY, CALIFORNIA SENT TO  
YOU INASMUCH AS AN EXAMINATION  
OF THE TITLE TO SAID TRUST  
PROPERTY SHOWS YOU MAY HAVE AN  
INTEREST IN THE TRUSTEE'S SALES  
PROCEEDINGS**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

**IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE  
BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY  
COURT ACTION,**

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$34,414.56, as of 02/10/2011 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this Notice of Default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

TS No. 10-0032912

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS  
TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT,INC. ALTERNATIVE LOAN  
TRUST 2005-27 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-27  
C/O BAC Home Loans Servicing, LP  
400 National way  
SIMI VALLEY, CA 93065  
FORECLOSURE DEPARTMENT (800) 669-6650**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 04/14/2005, executed by DALE HARMS AND LAURIE HARMS HUSBAND AND WIFE as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 04/22/2005, as Instrument No. 2005-0142581-00 (or Book , Page ) of Official Records in the Office of the County Recorder of Contra Costa County, California. Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 392,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 09/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 05/01/2035 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

TS No. 10-0032912

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: February 10, 2011

RECONTRUST COMPANY, N.A., as agent for the Beneficiary

By: LandSafe Title of California, Inc., as Agent

---

Authorized Signature

Dale Norman Harms  
c/o KAREN MOSSOR, Notary Public  
3377 DEER VALLEY RD, SUITE 228  
ANTIOCH, CA 94531  
ALL RESPONSES TO THIS ADDRESS

**CERTIFIED MAIL**



7010 1870 0000 0140 1749



U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Certified Mail Electronic Return Receipt Requested  
**RECONTRUST COMPANY**  
Attn: Tina Marie Sevillano  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063

4.34

7010 1870 0000 0140 1749

Sent to **RECONTRUST**  
Street, Apt. No. **Monica FDCPA**  
or PO Box No.  
City, State, ZIP+4

Case 4:11-cv-02557-CW Document 1 Filed 06/07/11 Page 29 of 62

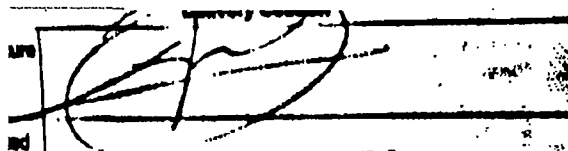


Date: 03/03/2011

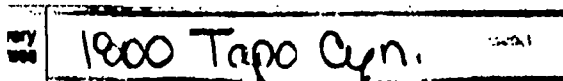
Dale Harms:

The following is in response to your 03/01/2011 request for delivery information on your Certified Mail(TM) item number 7010 1870 0000 0140 1749. The delivery record shows that this item was delivered on 03/03/2011 at 09:12 AM in SIMI VALLEY, CA 93063 to N HERNANDEZ. The scanned image of the recipient information is provided below.

Signature of Recipient:

  
NELSON A. HERNANDEZ

Address of Recipient:

  
1800 Tapo Cyn.

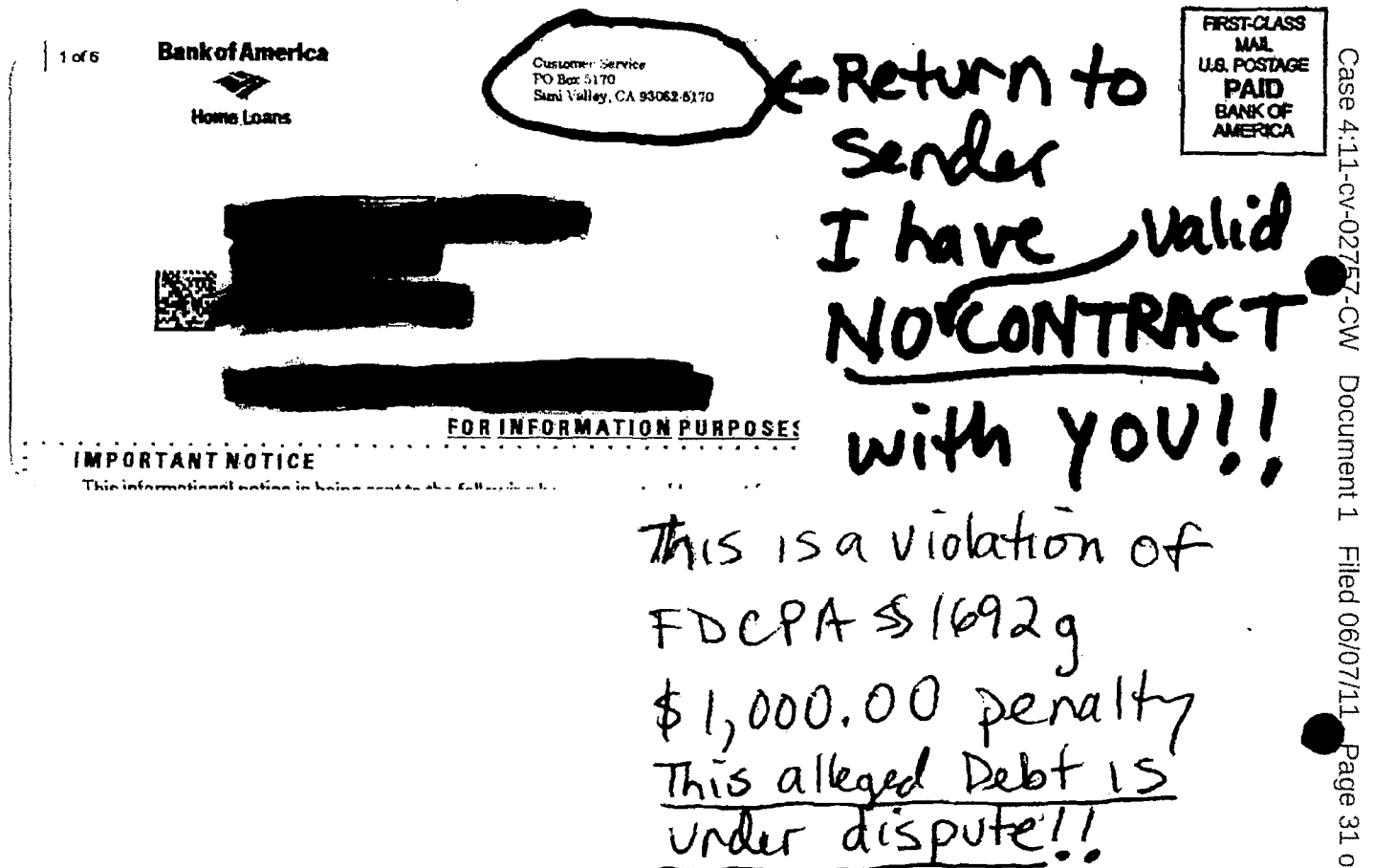
Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

# **Exhibit 1**





1 of 6

Bank of America



Home Loans

Customer Service  
P.O. Box 5170  
Sunny Valley, CA 95062-5170

FIRST-CLASS  
MAIL  
U.S. POSTAGE  
PAID  
BANK OF  
AMERICA

Return to  
Sender  
NO VALID  
CONTRACT

FOR INFORMATION PURPOSE

IMPORTANT NOTICE

Violation #2  
5/5/11


This is a Violation of  
FDCPA § 1692g  
\$1,000.00 penalty  
This alleged Debt is  
Under Dispute!!



 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

↑  
**VALID**  
YOU are in  
Default.  
This is a violation  
of FDCPA section  
1692g §1,000.00  
Violation


This alleged debt  
is under dispute

 ReconTrust  
P.O. Box 000882  
Dallas, TX 75288-0882

 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU


↑  
**VALID**




 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

VALID 5/23/11  
YOU are in  
Default.  
This is a violation  
of FDCPA section  
1692g \$1,000.00  
violation

This alleged debt  
is under dispute

 ReconTrust  
P.O. Box 860822  
Dallas, TX 75286-0822

 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU  
VALID




 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU


VALID

5/23/11  
you are in  
Default.  
This is a violation  
of FDCA section  
1692g \$1,000.00  
violation

This Alleged debt is  
under dispute

 ReconTrust

P.O. Box 690882  
Dallas, TX 75266-0882

 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU  
VALID



P.O. Box 660862  
Dallas, TX 75266-0862

**RETURN TO SENDER**  
**I HAVE NO CONTRACT WITH YOU**  
**VALID**



This alleged debt  
is under dispute



**RETURN TO SENDER**  
**I HAVE NO CONTRACT WITH YOU**  
**↑**  
**VALID**

5/23/11 you are  
in default.  
This is a violation  
of FDCPA section  
1692g \$1,000.00  
violation

Case 4:11-cv-02757-CW Document 1 Filed 06/07/11 Page 37 of 62

CERTIFIED MAIL



P.O. Box 660862  
Dallas, TX 75266-0862

IMPORTANT  
INFORMATION  
ENCLOSED



RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

↑  
**VALID**



RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

↑  
**VALID**

5/24/11

YOU ARE IN  
Default.

This is a violation  
of FDCPA section  
1692g \$1,000.00  
Violation

This alleged Debt  
IS under Dispute

Case 4:11-cv-02757-CW Document 1 Filed 06/07/11 Page 38 of 62



 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

*Under Dispute  
\$1,000.00 violation  
FDCPA sec. 1692g*

*5/26/11*

 **ReconTrust**

P.O. Box 600822  
Dallas, TX 75268-0822

 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**



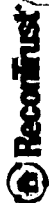
Case 4:11-cv-02757-CW Document 1 Filed 06/07/11 Page 39 of 62



 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

*under Dispute  
\$1,000.00 fine  
Violation of  
FDCA sec. 1692g*

*5/26/11*




P.O. Box 600602  
Dallas, TX 75260-0602

 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**


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 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

Under Dispute  
\$1,000.00 fine  
Violation of  
FDCPA sec 1692g

5/26/11

 **Reconnect**  
P.O. Box 660662  
Dallas, TX 75266-0662

 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

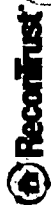
Case 4:11-cv-02757-CW Document 1 Filed 06/07/11 Page 41 of 62



 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

*Under Dispute  
\$1,000.00 Violation  
of FDCPA  
Section 1692g*

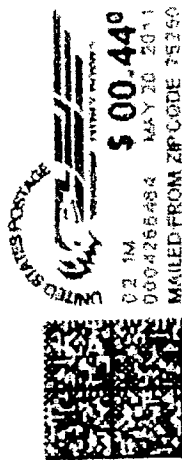
*5/26/11*



P.O. Box 690882  
Dallas, TX 75286-0882

 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

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**RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

*Under Dispute  
\$1,000.00 fine  
Violation of  
FDCA sec 1692g*

*5/26/11*



P.O. Box 650882  
Dallas, TX 75265-0882



**RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

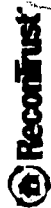
Case 4:11-cv-02757-CW Document 1 Filed 06/07/11 Page 43 of 62



 **RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

*Under Dispute  
\$1,000.00 fine  
Violation of  
FDCPA sec. 1692g*

*5/26/11*



P.O. Box 600882  
Dallas, TX 75268-0882



**RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

CERTIFIED MAIL



P.O. Box 680862  
Dallas, TX 75266-0862

IMPORTANT  
INFORMATION  
ENCLOSED

RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU



UNITED STATES POSTAGE  
\$ 03.29<sup>00</sup>  
02 MAY 20 2011  
0008006457  
MAILED FROM ZIP CODE 930

RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

Under Dispute  
\$1,000.00 fine  
violation of  
FDICPA sec 1692g  
5/26/11



P.O. Box 660662  
Dallas, TX 75266-0662

IMPORTANT  
INFORMATION  
ENCLOSED

  
RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

CERTIFIED MAIL

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



UNITED STATES POSTAGE  
\$ 03.29<sup>00</sup>  
02 1M  
0006000457 MAY 20 2011  
MAILED FROM ZIP CODE 93065



RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

Under Dispute  
\$1,000.00 fine  
Violation of  
FDCPA Sec. 1692

5/26/11

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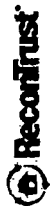
**RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**

*Under Dispute  
\$1,000.00 fine  
violation of*

*FDCPA sec 1692g*

*5/26/11*

**CERTIFIED MAIL**



P.O. Box 660662  
Dallas, TX 75266-0662

**IMPORTANT  
INFORMATION  
ENCLOSED**



**RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU**





P.O. Box 660862  
Dallas, TX 75266-0862

IMPORTANT  
INFORMATION  
ENCLOSED

 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

CERTIFIED MAIL

[REDACTED]



UNITED STATES POSTAGE  
EIGHTY SEVEN CENTS  
\$ 03.29  
02 1M  
D068000457 MAY 20 2016  
MAILED FROM ZIP CODE 9306

 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

Under Dispute  
\$1,000.00 Violation  
of FDCPA section  
1692g

3/26/11

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P.O. Box 660882  
Dallas, TX 75266-0882

IMPORTANT  
INFORMATION  
ENCLOSED

  
RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

CERTIFIED MAIL

[REDACTED]

[REDACTED]



UNITED STATES POSTAGE  
\$ 03.29<sup>00</sup>  
02 1M  
0008000457 MAY 20 2011  
MAILED FROM ZIP CODE 93063

 RETURN TO SENDER  
I HAVE NO CONTRACT WITH YOU

Under Dispute  
\$1,000.00 violation  
of FDCA section  
1692g  
5/26/11

[illegible]



**NOTICE OF TRUSTEE'S SALE**  
 TO ALL WHOM THESE PRESENTS MAY COME: WHEREAS, the Order No. 16-0-131380 (Notice/Notice No. 8 APN No. 005-00-014-4) YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 04/14/2008, UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. Notice is hereby given that RECONSTRUCT COMPANY, N.A., as duly appointed trustee pursuant to the Deed of Trust executed by DALE HARRIS AND LAURIE HARRIS-MURKINS AND WIFE, dated 04/14/2008 and recorded 04/22/08, as Instrument No. 2008-0142801-00, in Book, Page 1, of Official Records in the office of the County Recorder of Contra Costa County, State of California, will sell on 06/10/2011 at 10:00AM, At the Court Street entrance to the County Courthouse (corner of Main and Court Street, 728 Court Street Martinez, CA 94553) at public auction, to the highest bidder for cash or check as described below, payable in full at time of sale, all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and as more fully described in the above referenced Deed of Trust. The street address and other common designation, if any, of the real property described above is purported to be: 330 WEST CYPRESS ROAD, DAKLEY, CA 94501. The undersigned trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and attorney's at the time of the initial publication of the Notice of Sale is \$261,527.53. It is possible that at the time of sale the offering bid may be less than the total indebtedness due. In addition to cash, the Trustee will accept cashiers' checks drawn on a state or national bank, a check drawn by a state or federal entity, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. Said sale will be made, in an "AS IS" condition, but without acceptance or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, plus charges thereon, with interest as provided, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus taxes, charges and expenses of the Trustee and of the trustee created by said Deed of Trust. DATED: 06/07/2011 RECONSTRUCT COMPANY, N.A., 1920 Tule Canyon Rd., CA 94514-0104 SHER VALLEY, CA 94589 Phone: (925) 351-8218. Sale Information (925) 357-0268. By: Trustee's Sale Officer RECONSTRUCT COMPANY, N.A. is a state collector stamp agent, collect a debt. Any information obtained will be used for that purpose. 06/20/2011, 06/22/2011, 06/28/2011 Oakley Press Inc. 05-0677, Publish date: May 28, 27, June 3, 2011

timeanddate.com

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Home World Clock Time Zones Calendar Weather Sun & Moon Timers Calculators Apps  
 Date to Date Calculator | Date Calculator | Dialing Codes | Distance Calculator | Travel Time Calculator

Home > Calculators > Date Calculator > Results

## Calculation results

From date: Friday, June 10, 2011 at 10:00:00 AM  
 Subtracted 20 days

Resulting date: Saturday, May 21, 2011 at 10:00:00 AM

### Make a new calculation

- Modify the current calculation
- New calculation with Saturday, May 21, 2011 at 10:00:00 AM as starting point
- New calculation from a date and time
- New calculation from a date (no time)

### Help and example use

- Some typical uses for the date calculators

### Date Calculators

- Date calculator – add or subtract days, months, years
- Add to or subtract from a date and time
- Duration Between Two Dates – Calculates number of days

#### Advertising

AdChoices

**Earn cash rewards without having to jump through hoops.**

- Earn 1% cash back on all your purchases.
- No limits to the cash back you can earn.

Saturday, May 21, 2011

May, 2011

Su	Mo	Tu	We	Th	Fr	Sa
24	25	26	27	28	29	30
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

1:22:45 PM  
Saturday

Clock 1

3:22 PM  
Saturday

Change date and time settings...

## Adverse Accounts

[illegible]

**TAC NGON LONG** (Hàng ngày 10 giờ sáng - 10 giờ tối)

<b>Pay Status:</b>	>120 Days Past Due<
<b>Account Type:</b>	Mortgage Account
<b>Responsibility:</b>	Joint Account
<b>Date Opened:</b>	04/2005

Loan Type: Conventional Real Estate Mtg  
 Remark: Account information disputed by consumer  
 Estimated date that this item will be removed: 08/2016

[illegible]

SECRET

<b>Pay Status:</b>	Paid or Paying as Agreed
<b>Account Type:</b>	Revolving Account
<b>Responsibility:</b>	Individual Account
<b>Date Opened:</b>	09/2007
<b>Date Closed:</b>	04/2010
<b>Date Paid:</b>	01/2010

Item Type: Credit Card  
 Remark: >Included in bankruptcy<  
 Estimated date that this item will be removed: 02/2017

## PHASE 1: PRELIMINARY

<b>Pay Status:</b>	>Payment After Charge Off/Collection<
<b>Account Type:</b>	Revolving Account
<b>Responsibility:</b>	Individual Account
<b>Date Opened:</b>	04/2008
<b>Date Closed:</b>	07/2009

**Loan Type:** Credit Card  
**Remark:** Account information disputed by consumer  
**Estimated date that this item will be removed:** 07/2016

DISCOVER THE NEW LIFE-CHANGING BENEFITS OF

**Pay Status:** >Charged Off as 'Bad Debt'  
**Account Type:** Revolving Account  
**Responsibility:** Individual Account  
**Date Opened:** 06/2009  
**Date Closed:** 03/2011

can Type: Credit Card  
 Remark: >Profit and loss writeoff<  
 Estimated date that this item will be removed: 02/2017

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## Search Results

### Document Details

Year	Document	Record		Document Type	Grantor	
		Date			Grantee	Name
<u>Order Copy</u>	2011	0099561-00	05/18/2011	NOTICE OF TRUSTEE SALE	R	HARMS DALE
					R	HARMS LAURIE
					E	RECONTRUST CO TRE



Copyright © 2010 ATPAC

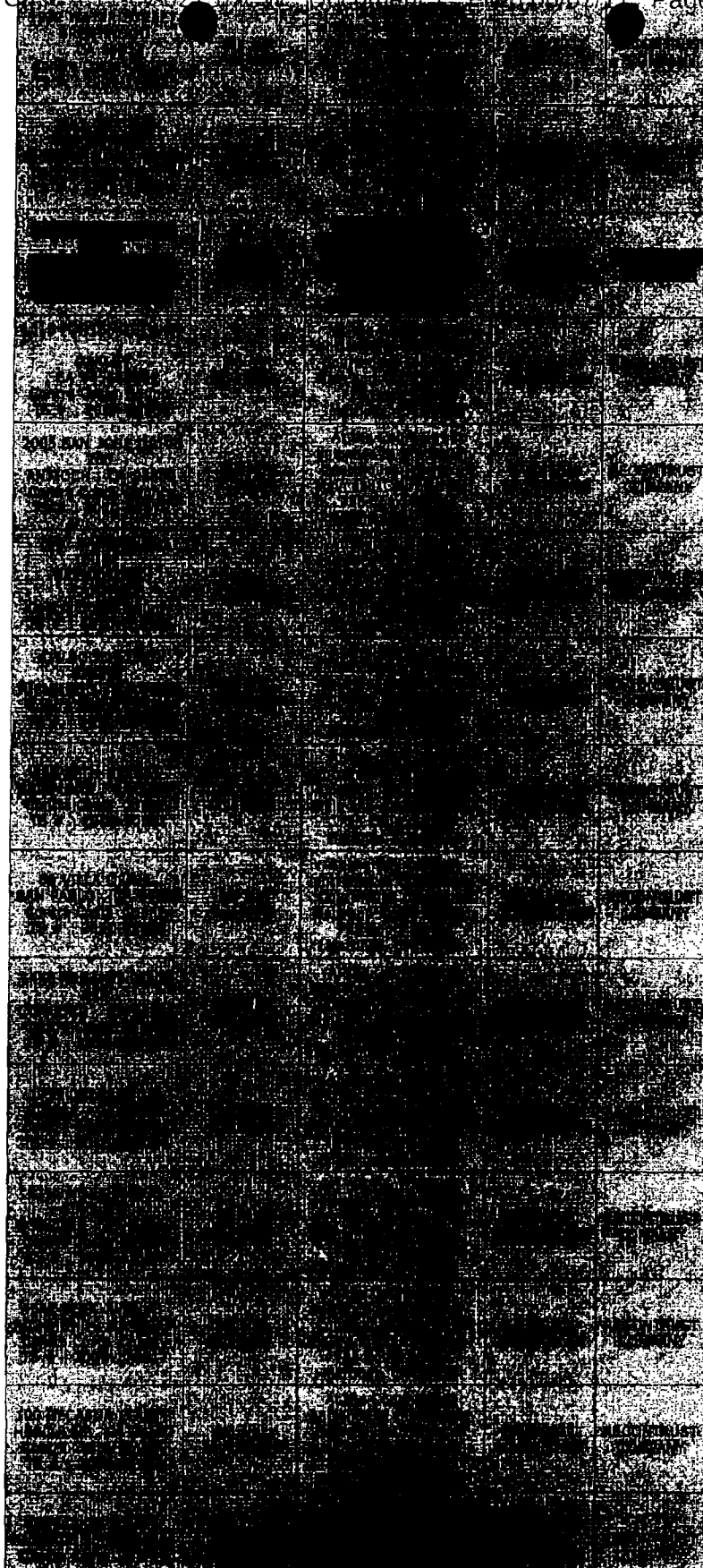
[Terms of Use](#)[Privacy Policy](#)

13300 New Airport Rd. Suite 101 Auburn, CA 95602





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Bank of America

Home Loans

Payoff Department, Mail Stop TX2-981-03-13  
7105 Corporate Drive  
Plano, TX 75024-4100

LATANYA COLEMAN

00000

## PAYOFF DEMAND STATEMENT

**Statement Void After  
June 8, 2011**

Statement Date  
May 25, 2011

BAC Home Loans Servicing, LP  
Loan No.: 92299913

Name & Property Address:  
Dale & Laurie Hama  
930 West Cypress Road  
Oakley, CA 94561

Escrow # 000000310451597  
Forward to: 1-214-209-5871

**This loan is in Foreclosure.**

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

(CV-JMB-ARM)

<b>PAYOFF CALCULATION</b>	Principal Balance as of 08/01/2009	\$412,352.92
	Interest from 08/01/2009 to 06/08/2011	32,465.34
	County Recording Fee	10.00
	Uncollected Late Charges	589.46
	Fees Due	877.00
	Escrow Balance Due	4,705.05
<b>Total Amount Required to Release Lien (As of June 8, 2011)</b>		<b>\$450,999.77</b>

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE JUNE 8, 2011.

To provide you with the convenience of an extended 'Statement Void After' date, the Total Amount Due may include estimated fees, costs, additional payments and/or escrow disbursements that will become due prior to the 'Statement Void After' date, but which are not yet due as of the date this Payoff Statement is issued. You will receive a refund if you pay the Total Amount Due and those anticipated fees, expenses, or payments have not been incurred.

**INTEREST CALCULATIONS**

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies. Amended demand statements are sent automatically if the total amount due increases before June 8, 2011.

Daily Interest <sup>1</sup>	From	To	Interest rate
48.0137	06/01/2011	06/08/2011	4.2500

<sup>1</sup>Daily Interest = Principal Balance x Interest Rate ÷ 365

**PAYOFF INSTRUCTIONS**

Payoff funds must be made payable to BAC Home Loans Servicing, LP and will be accepted by WIRE or CERTIFIED FUNDS ONLY. They MUST reference the BAC Home Loans Servicing, LP loan number, property address and borrower's name in the OBI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 4:00 p.m. Central Time may be posted the following business day.

Wire Funds to:  
Beneficiary Bank: Bank of America  
ABA Routing #: 0260-0859-3  
Beneficiary Acct Name: MRC  
MRC Account #12356-19173  
Reference: Dale & Laurie Hama  
Loan Number: 92299913

Mail CERTIFIED Funds to:  
BAC Home Loans Servicing, LP  
Attention: Payoff Department, Mail Stop TX2-981-03-13  
7105 Corporate Drive  
Plano, TX 75024-4100

**PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE FUNDS INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.**

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan. BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector. Please call 1-800-869-8833 for updated payoff information within 24 hours of submitting funds.

For Internal Use Only: 1

See following page for important information.

9310L1 11944 03/30/2010

Case 4:11-cv-02757-CW Document 1 Filed 06/07/11 Page 57 of 62

BAC Home Loans Servicing, LP  
Loan No: 92299913Statement Date:  
May 25, 2011Statement Void After:  
June 8, 2011

The following escrow items may be disbursed prior to our receipt of payoff funds:

ESCROW ACCOUNT	Escrow Item	Last Pmt Date	Last Pmt Amt	Next Due Date
INFORMATION	County Tax	03/14/2011	1,338.90	03/31/2012
	County Tax	11/12/2010	42.50	11/30/2011
	Hzd: Tower Select Insurance Company	06/18/2010	688.00	07/17/2011

**IMPORTANT INSTRUCTIONS ON PAYMENT OF SHORTAGE**

If the payoff amount actually received by BAC Home Loans Servicing, LP to pay off your loan is insufficient to pay the amount due as described in this statement, we may treat your payment as an instruction to deduct the shortage from any refund you would receive of monies from your escrow account. We will not do this, however, if (i) the shortage is greater than \$2,000.00, or (ii) you have instructed us not to do so. You may contact our Customer Service Department for this purpose at 1-800-888-8807.

**PAYOFF OVERAGES**

If BAC Home Loans Servicing, LP receives funds greater than the amount required to pay off your loan, we will automatically process the overage within 14 days after payoff and return the excess amount to you. If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.

**BANKRUPTCY DISCHARGE**

If you have received a discharge of this debt in a bankruptcy, you have no personal obligation to repay this debt. However, the lender may still foreclose on your property if the debt is not paid as required by the loan documents. This payoff statement is provided at your request and for your convenience. This is not an attempt to collect a debt that has been discharged, nor a demand for payment.

**ADDITIONAL INFORMATION**

The payoff amount indicated in this statement is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please DO NOT place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to BAC Home Loans Servicing, LP;
- Late charges may be assessed for delinquent payments received after: 06/18/2011;
- Funds may be deducted from your escrow account to pay taxes, insurance or other escrow items that become due.

Automated Payoff Request Line: 1-800-888-8833

Fax: 1-888-836-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al 1-800-888-8807.

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**RECORDING REQUESTED BY:**  
**RECONTRUST COMPANY**  
 1800 Tapo Canyon Rd., CA6-914-01-94  
 SIMI VALLEY, CA 93063

**WHEN RECORDED MAIL TO:**  
**RECONTRUST COMPANY**  
 1800 Tapo Canyon Rd., CA6-914-01-94  
 SIMI VALLEY, CA 93063  
 TS No. 10-0032912  
 Title Order No. 10-8-131394

LANDSAFE TITLE

CONTRA COSTA Co Recorder Office  
 STEPHEN L. WEIR, Clerk-Recorder  
**DOC- 2011-0099561-00**  
 Check Number  
 Wednesday, MAY 18, 2011 08:41:00  
 MOD \$2.00:REC \$12.00:FTC \$1.00  
 DAF \$2.70:REF \$0.30:RED \$1.00  
 ERD \$1.00:  
 Ttl Pd \$20.00  
 Nbr-0000918930  
 05/18/2011, 20110099561-00

APN No. 035-404-014-9

**NOTICE OF TRUSTEE'S SALE**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 04/14/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

Notice is hereby given that RECONTRUST COMPANY, N.A., as duly appointed trustee pursuant to the Deed of Trust executed by DALE HARMS AND LAURIE HARMS HUSBAND AND WIFE, dated 04/14/2005 and recorded 04/22/2005, as Instrument No. 2005-0142581-00, in Book , Page of Official Records in the office of the County Recorder of CONTRA COSTA County, State of California, will sell on 06/10/2011 at 10:00 AM, At the Court Street entrance to the County Courthouse (corner of Main and Court Street), 725 Court Street Martinez, CA 94553

at public auction, to the highest bidder for cash or check as described below, payable in full at time of sale, all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and as more fully described in the above referenced Deed of Trust. The street address and other common designation, if any, of the real property described above is purported to be: 930 WEST CYPRESS ROAD, OAKLEY, CA 94561. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$451,527.93. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state.

Said sale will be made, in an "AS IS" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Trustee's Sale duly recorded with the appropriate County Recorder's office.

RECONTRUST COMPANY, N.A.  
 1800 Tapo Canyon Rd., CA6-914-01-94  
 SIMI VALLEY, CA 93063  
 Phone/Sale Information: (800) 281-8219

MAY 16 2011

By Joselyn Casillas Authorized Signer

RECONTRUST COMPANY, N.A. is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.



To: ReconTrust Company, N.A.  
1800 Tapo Canyon Rd.  
Simi Valley, CA 93063

**DECLARATION OF EXEMPTION**  
**PURSUANT TO CAL. CIV. CODE 2923.54**

I, Rhonda L. Weston, Vice President of BAC Home Loans Servicing, LP ("Lender/Service") declare on behalf of Lender/Service under penalty of perjury, and under the laws of the State of California, that Lender/Service's business records maintained in the ordinary course of business reflect the following is true and correct:

BAC Home Loans Servicing, LP has obtained from the Commissioner of Corporations a final order of exemption pursuant to Cal. Civ. Code Section 2923.53 that is current and valid on the date the accompanying Notice of Sale is filed.

AND

The timeframe for giving Notice of Sale specified in subdivision (a) of Cal. Civ. Code Section 2923.52 does not apply pursuant to Section 2923.52(b).

Rhonda L. Weston  
(Signature) Rhonda L. Weston, Vice President

12/15/10  
Date

END OF DOCUMENT

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# **Exhibit 2**

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Dale Harms  
c/o 2063 Main Street, Suite 282  
Oakley, California

**Sworn under penalty of perjury by Affidavit this Wednesday, June 01, 2011**

Tina Green  
VP-ReconTrust Legal Support  
2380 Performance Drive  
Mailstop: TX2-984-04-07  
Richardson, TX 75082

7011 0470 0001 5607 4412

RE: Your letter dated May 27, 2011 Deed of Trust dated April 14, 2005, account number 92299913

Dear Mrs. Green, this letter is presented to you in the form of a sworn affidavit.

I, Dale Norman Harms, being first duly sworn to oath, do hereby affirm that the following statements are true and accurate to the best of my knowledge and belief:

The attached and enclosed correspondence from you is **NOT** what I asked for. Your correspondence is **REJECTED AND REFUSED FOR CAUSE!** I did not ask for "verification of the indebtedness" but **"validation of the alleged debt"**. Validation is required under 15 U.S.C. § 1692g, and it is the jurisdiction and the code that governed my previous correspondence to you.

Validation requires a sworn affidavit under penalty of perjury by someone with firsthand knowledge who works with the books showing the actual accounting of the alleged loan. This accounting must show from the alleged loan's inception, **where the money came from that funded the loan**, showing the account that was debited, and the account that was credited.

It also must account for how the alleged loan went from Ampro Mortgage Corporation and arrived at BAC Home Loans Servicing, L.P., **and how I became liable to BAC Home Loans, since I do not, and I did not, have any contractual relationship, between BAC Home Loans and myself.** I specifically deny that I have ANY binding contract with BAC Home Loans Servicing, L.P., and I believe there is no evidence to the contrary.

All this must be done using Generally Accepted Accounting Principles, showing the **actual double entry bookkeeping**. What must also be included is the **original Abstract of Title, and Call Report**. These two documents will show where and how this alleged loan was funded, and how it was, and has been, satisfied.

Further the affiant sayeth nigh,



*Dale Norman Harms*

Dale Norman Harms, a living soul

Sui Juris, a Sovereign

All my common-law rights reserved

Without prejudice to any,

without recourse to me

28 U.S.C. 1746 (1),

without the UNITED STATES

non-citizen, non-resident

united states National

not a corporation

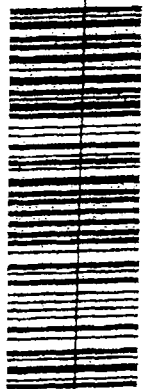
U.C.C. 1-308, without prejudice

Under protest

State of California  
County of Contra Costa

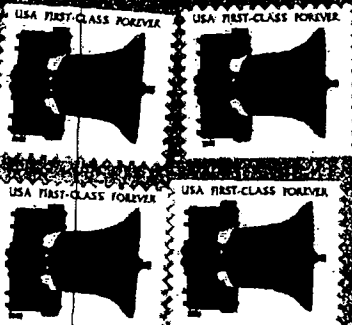


JUSTIN ASHER, Witness  
 4464 LONE TREE WAY, SUITE 218  
 ANTIOCH, CA 94531



7011 0470 0001 5607 4412

\$4.62  
 US POSTAGE  
 FIRST-CLASS  
 062500076377  
 06



Tina Green  
 VP-ReconTrust Legal Support  
 2380 Performance Drive  
 Mailstop: TX2-984-04-07  
 Richardson, TX 75082

6128

U.S. Postal Service  
**CERTIFIED MAIL**  
 (Domestic Mail Only. No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com).

**RECEIPT**

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To: Rebut to Tina Green  
 Street, Apt. No.,  
 or PO Box No. Validation VS verification  
 City, State, ZIP+4

Postmark Here

US Form 3800, August 2006



EXHIBIT “13”

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DALE HARMS,

Plaintiff,

v.

BAC HOME LOANS SERVICING, LP;  
RECONTRUST COMPANY, N.A., AND  
DOES 1-10, INCLUSIVE,,

Defendants.

No. C 11-02757 CW

ORDER GRANTING  
MOTION TO DISMISS  
AND DENYING MOTION  
TO FILE AMENDED  
COMPLAINT

INTRODUCTION

Plaintiff brings claims against Defendants Bank of America Home Loan Servicing (BACHLS) and ReconTrust for violations of the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA), along with claims for violations of California state law. This is the second lawsuit that Plaintiff has brought against Defendants. Plaintiff has filed a motion for leave to amend. Defendants have filed a motion to dismiss the complaint. For the reasons stated below, Defendants' motion to dismiss is GRANTED and the motion to file an amended complaint is DENIED.

BACKGROUND

Plaintiff denies having any contractual agreement for credit, loans or services with Defendants and challenges the existence of a debt. Instead, Plaintiff bases his claims under the FDCPA on Defendants' alleged failure to validate his debt and Defendants' attempt to collect that debt. He bases his FCRA claims on

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1 Defendants' reporting his debt to credit bureaus allegedly without  
2 having validated the debt.

3 A court may take judicial notice of matters of public record  
4 without converting a motion to dismiss into a motion for summary  
5 judgment. See Fed. R. Civ. P. 12(d); Mir v. Little Co., 844 F.2d  
6 646, 649 (9th Cir.1988). Plaintiff provides a copy of a  
7 promissory note, executed on April 14, 2005, showing that he did  
8 obtain a loan from Ampro Mortgage Company, in the amount of  
9 \$392,000. Pl.'s Ex. B. The note acknowledges an understanding on  
10 the borrower's part that the lender may transfer the note.

11 Defendants provide a copy of the deed of trust (DOT) signed  
12 by Plaintiff. RJN Ex. 1. MERS is listed as the nominee of the  
13 trustee and the beneficiary of the DOT. Ampro Mortgage Company is  
14 identified as the lender and trustee. Paragraph 20 of the DOT  
15 allows for sale of the note without prior notice to borrower.  
16 Paragraph 23 allows the lender to appoint successor trustees. On  
17 March 8, 2010, MERS, as beneficiary and in accordance with  
18 Paragraph 23, transferred trustee status to ReconTrust and  
19 transferred its beneficial interest to Bank of New York Mellon  
20 (BNY). RJN Ex. 2. The first notice of default (NOD) was sent two  
21 days later. RJN Ex. 3. The second NOD was issued on February 10,  
22 2011. RJN Ex. 5.

23 On March 1, 2011, Plaintiff sent a cease-and-desist letter to  
24 Defendants requesting validation of his debt. He received what he  
25 calls an alleged verification, with a copy of the note and the  
26 deed of trust, a computer printout of the "alleged loan history,  
27 only showing alleged payments." Compl. at 6.

28

United States District Court  
For the Northern District of California

1 Plaintiff's complaint comprises six claims. The first claim  
2 alleges as a violation of state law that Defendants sent him an  
3 account statement indicating a need for an immediate response  
4 rather than allowing thirty days "as required by law." Compl. at  
5 5. The 1AC identifies the Rosenthal Fair Debt Collection  
6 Practices Act (RFDCPA) as the statute Defendants allegedly  
7 violated. Cal. Civ. Code § 1788 et. seq.

8 Plaintiff's second claim alleges violations of the FDCPA, for  
9 failure to provide validation of the "alleged debt" as required by  
10 the statute and Defendants' continued attempt to collect the debt  
11 in violation of the FDCPA.

12 Plaintiff's third claim alleges that because Defendants did  
13 not provide validation of the debt, information regarding his  
14 outstanding debt that was furnished to credit bureaus was  
15 erroneous or inaccurate, in violation of the FCRA, under 15 U.S.C  
16 § 1681s-2.

17 Plaintiff's fourth claim alleges that Defendants failed to  
18 mark his account in dispute in violation of the FCRA, under 15  
19 U.S.C § 1681s-2. Subsection (a)(3) establishes the duty to  
20 provide a notice of dispute.

21 Plaintiff's fifth cause of action is titled "continued  
22 collection activity" but alleges false or misleading  
23 representations under 15 U.S.C. § 1692e.

24 Plaintiff's sixth cause of action alleges willful non-  
25 compliance with the FDCPA and the FCRA. It, however, cites to the  
26 provisions of the statute for negligent non-compliance. 15 U.S.C.  
27 § 1681n.

28

1 Plaintiff's first lawsuit in this district against  
2 ReconTrust, MERS, BNY, and BACHLS was dismissed by this Court as  
3 legally frivolous, for failing to state a cognizable claim upon  
4 which relief could have been granted. RJN Ex. 8. Plaintiff cited  
5 criminal statutes and brought a securities claim despite not  
6 having purchased any of the mortgage-backed securities in  
7 question.

8 Plaintiff's complaint does not specify which claim is brought  
9 against which Defendant.

#### 10 LEGAL STANDARD

11 A complaint must contain a "short and plain statement of the  
12 claim showing that the pleader is entitled to relief." Fed. R.  
13 Civ. P. 8(a). On a motion under Rule 12(b)(6) for failure to  
14 state a claim, dismissal is appropriate only when the complaint  
15 does not give the defendant fair notice of a legally cognizable  
16 claim and the grounds on which it rests. Bell Atl. Corp. v.  
17 Twombly, 550 U.S. 544, 555 (2007). In considering whether the  
18 complaint is sufficient to state a claim, the court will take all  
19 material allegations as true and construe them in the light most  
20 favorable to the plaintiff. NL Indus., Inc. v. Kaplan, 792 F.2d  
21 896, 898 (9th Cir. 1986). However, this principle is inapplicable  
22 to legal conclusions; "threadbare recitals of the elements of a  
23 cause of action, supported by mere conclusory statements," are not  
24 taken as true. Ashcroft v. Iqbal, 129 S. Ct. 1937, 1949-50 (2009)  
25 (citing Twombly, 550 U.S. at 555).

26 When granting a motion to dismiss, the court is generally  
27 required to grant the plaintiff leave to amend, even if no request  
28 to amend the pleading was made, unless amendment would be futile.

1 Cook, Perkiss & Liehe, Inc. v. N. Cal. Collection Serv. Inc., 911  
2 F.2d 242, 246-47 (9th Cir. 1990). In determining whether  
3 amendment would be futile, the court examines whether the  
4 complaint could be amended to cure the defect requiring dismissal  
5 "without contradicting any of the allegations of [the] original  
6 complaint." Reddy v. Litton Indus., Inc., 912 F.2d 291, 296 (9th  
7 Cir. 1990).

8 Although the court is generally confined to consideration of  
9 the allegations in the pleadings, when the complaint is  
10 accompanied by attached documents, such documents are deemed part  
11 of the complaint and may be considered in evaluating the merits of  
12 a Rule 12(b)(6) motion. Durning v. First Boston Corp., 815 F.2d  
13 1265, 1267 (9th Cir. 1987).

#### 14 DISCUSSION

15 Plaintiff's federal claims fail because they state in  
16 conclusory terms that Defendants violated the FDCPA and the FCRA.  
17 He fails to explain how the FDCPA applies to Defendants and fails  
18 to allege any conduct violating the FCRA. Furthermore, as a  
19 matter of law, the FDCPA does not apply to the foreclosure  
20 process, and Plaintiff does not have standing to sue under the  
21 relevant provision of the FCRA. Finally, taking judicial notice  
22 of the promissory note and DOT, both of which recognize the  
23 lender's right to transfer, Defendants are in proper and legal  
24 possession of the DOT.

25 Plaintiff's motion for leave to amend his complaint attaches  
26 his first amended complaint (1AC), which pleads the state law  
27 claim with greater specificity, in that he identifies the relevant  
28 state law as the Rosenthal Fair Debt Collection Practices Act

1 (RFDCPA). However, Plaintiff continues to deny having a debt  
2 obligation to Defendants.

3 The provisions of the FDCPA under which Plaintiff brings his  
4 suit apply only to those persons considered "debt collectors"  
5 under the Act. The communications Defendants sent to Plaintiff  
6 were part of the foreclosure process, and district courts in the  
7 Ninth Circuit have concluded that "foreclosing on a property  
8 pursuant to a deed of trust is not a debt collection within the  
9 meaning of the RFDCPA or the FDC[P]A." Gamboa v. Trustee Corps,  
10 2009 WL 656285 at \*4 (N.D. Cal.); Landayan v. Washington Mut.  
11 Bank, 2009 WL 3047238 at \*3 (N.D. Cal.) (dismissing plaintiff's  
12 FDCPA claim because "foreclosing on a deed of trust does not  
13 invoke the statutory protections of the FDCPA"); Jozinovich v. JP  
14 Morgan Chase Bank, N.A., 2010 WL 234895 at \*6 (N.D. Cal.);  
15 Izenberg v. ETS Servs., LLC, 589 F. Supp. 2d 1193, 1199 (C.D. Cal.  
16 2008); Ines v. Countrywide Home Loans, Inc., 2008 WL 4791863 at \*2  
17 (S.D. Cal.); Hulse v. Ocwen Fed. Bank, FSB, 195 F. Supp. 2d 1188,  
18 1204 (D. Or. 2002); but see Austero v. Aurora Loan Servs., Inc.,  
19 2011 WL 1585530, at \*9 (N.D. Cal.) (holding that "[w]here the  
20 claim arises out of debt collection activities beyond the scope of  
21 the ordinary foreclosure process, however, a remedy may be  
22 available under the Rosenthal Act") (quotation marks omitted).

23 Even if Defendants were considered debt collectors, their  
24 actions did not violate the FDCPA or the RFDCPA. Plaintiff  
25 alleges that BACHLS violated 15 U.S.C. § 1692g by failing to  
26 validate his debt and continuing foreclosure proceedings after he  
27 sent his March 1, 2011 letter demanding validation. However,  
28 section 1692g applies to the initial communication between a debt

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1 collector and a consumer. The communication that Plaintiff  
2 identifies in his complaint is the second NOD, not the initial  
3 communication.

4 Additionally, there are no facts indicating that Defendants'  
5 verification of the debt as required by the FDCPA was  
6 insufficient. "Verification" refers to the paperwork a debt  
7 collector may send to the debtor to fulfill its validation  
8 obligations. "Validation" of a debt refers to the entire scheme  
9 of statutory requirements imposed by 15 U.S.C. § 1692g. A debt  
10 collector may verify a debt by contacting the creditor to  
11 ascertain the nature and balance of the outstanding bill and  
12 conveying the information to the debtor in the form of an itemized  
13 statement. See Clark v. Capital Credit & Collection Servs., Inc.,  
14 460 F.3d 1162, 1173-74 (9th Cir. 2006); Mahon v. Credit Bureau of  
15 Placer County, Inc., 171 F.3d 1197, 1203 (9th Cir. 1999).

16 Plaintiff admits that he was provided with a copy of the note, the  
17 DOT, and a history of his loan payments. Compl. at 6. He hopes  
18 to impose a much higher standard, demanding that his debt be  
19 validated by "somebody who has intimate firsthand knowledge of the  
20 alleged account, signed under penalty of perjury." Plaintiff's  
21 view is unfounded in statutory or case law.

22 Plaintiff also claims that the language "and will increase  
23 until your account becomes current," printed on letters sent to  
24 him, violates the FDCPA, but that language is printed in  
25 accordance with California Civil Code section 2924c(b)(1) and does  
26 not, as he contends, suggest that he must contact Defendants  
27 immediately.

28 Plaintiff's fifth claim is for violation of 15 U.S.C.



1 § 1692e, which prohibits false and misleading representations by a  
2 debt collector. Again, district courts in this circuit have not  
3 considered communications that are part of the foreclosure process  
4 to be debt collection.

5 Plaintiff lacks standing to maintain a claim against  
6 Defendants under the FCRA, 15 U.S.C. § 1681s-2(a). The FCRA does  
7 not provide for private rights of action based on violations of  
8 subsection (a). 15 U.S.C. § 1681s-2(d).

9 A private right of action exists under 15 U.S.C. § 1681s-2(b)  
10 against furnishers of information who fail to investigate a  
11 disputed charge. Although Plaintiff recites this provision, he  
12 neither alleges facts that would support a claim under subsection  
13 (b) nor states, even in conclusory terms, that Defendants failed  
14 to investigate a disputed charge. He only alleges that he  
15 "reported this account to all three bureaus." Compl. at 15.

16 Plaintiff's sixth and final claim alleges willful non-  
17 compliance with the FDCPA and the FCRA. Plaintiff does not  
18 provide the Court with a statute providing for damages for a  
19 willful violation of the FDCPA, but he does cite 15 U.S.C.  
20 § 1681n, which imposes civil liability for willful non-compliance  
21 with the FCRA. To prove a willful violation, a consumer must show  
22 that the defendant violated the FCRA either knowingly or  
23 recklessly. Safeco Ins. Co. of Am. v. Burr, 551 U.S. 47, 57  
24 (2007). Although the claim is titled "willful noncompliance,"  
25 Plaintiff also includes the statutory provision for negligent non-  
26 compliance with the FCRA. Plaintiff's claims for willful non-  
27 compliance and negligent non-compliance fail because he pleads in  
28

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1 wholly conclusory terms that Defendants did not comply with the  
2 provisions of the FCRA.

3 Leave to amend should be freely given unless the court  
4 determines that "the pleading could not possibly be cured by the  
5 allegation of other facts." Cook, Perkiss and Liehe, Inc. v. N.  
6 Cal. Collection Serv. Inc., 911 F.2d 242, 247 (9th Cir. 1990).  
7 Here, Plaintiff's FDCPA and RFDCPA claims fail as a matter of law,  
8 because they fail to apply to Defendants at all; no additional  
9 facts in an amended complaint can save them. Plaintiff's FCRA  
10 claims fail factually, because he admits facts demonstrating that  
11 Defendants provided proper verification of the debt. Because  
12 Plaintiff's 1AC fails to cure any these deficiencies and there is  
13 no realistic possibility that further amendment can cure them,  
14 leave to amend is denied.

15 CONCLUSION

16 For the foregoing reasons, Defendants' motion to dismiss the  
17 complaint is GRANTED, with prejudice.

18  
19 IT IS SO ORDERED.

20  
21 Dated: 11/23/2011

22  
23  
24  
25  
26  
27  
28  
  
CLAUDIA WILKEN  
United States District Judge

United States District Court  
For the Northern District of California

EXHIBIT “14”

## Case Report

[Home](#)  
 [Complaints/Parties](#)  
 [Actions](#)  
 [Minutes](#)  
 [Pending Hearings](#)  
 [Case Report](#)  
 [Images](#)

Open Quick Search

### Case CIVMSC11-01520 - HARMS VS BAC HOME LOANS

#### Case CIVMSC11-01520 - Complaints/Parties

Complaint Number: 1 Complaint Type: COMPLAINT Filing Date: 07/05/2011 Complaint Status: DISMISS W/O PREJ. 10/03/2012				
Party Number	Party Type	Party Name	Attorney	Party Status
1	PLAINTIFF	DALE HARMS	Pro Per	DISMISSAL WITHOUT PREJUDICE 10/03/2012
2	DEFENDANT	BAC HOME LOANS SERVICING, L.P.A LIMITED	Unrepresented	PARTY REMOVED 09/22/2011
3	DEFENDANT	RECONSTRUST COMPANY, N.A	BARON, FEATHER D	DISMISSAL WITHOUT PREJUDICE 10/03/2012
4	DEFENDANT	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS	BARON, FEATHER D	DISMISSAL WITHOUT PREJUDICE 10/03/2012
5	DEFENDANT	THE BANK OF NEW YORK MELLON	BARON, FEATHER D	DISMISSAL WITHOUT PREJUDICE 10/03/2012
6	DEFENDANT	LANDSAFE DEFAULT INC	BARON, FEATHER D	DISMISSAL WITHOUT PREJUDICE 10/03/2012
7	DEFENDANT	CWALT INC., A DELAWARE CORPORATION	BARON, FEATHER D	DISMISSAL WITHOUT PREJUDICE 10/03/2012
8	DEFENDANT	COUNTRYWIDE HOME LOANS INC., A NEW YORK COR	BARON, FEATHER D	DISMISSAL WITHOUT PREJUDICE 10/03/2012
9	DEFENDANT	BANK OF AMERICA, N.A.	BARON, FEATHER D	DISMISSAL WITHOUT PREJUDICE 10/03/2012

#### Case CIVMSC11-01520 - Actions/Minutes

Viewed	Date	Action Text	Disposition	Image
	11/08/2012	NOTICE OF/TOWITHDRAWAL OF LIS PENDENS FILED BY DALE HARMS	Not Applicable	N/A
	11/07/2012 8:30 AM DEPT. 09	FURTHER CASE MANAGEMENT CONFERENCE	VACATED	

<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	11/06/2012 8:30 AM DEPT. 06	FURTHER CASE MANAGEMENT CONFERENCE	VACATED	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	10/12/2012	COPIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	10/09/2012 9:00 AM DEPT. 09	HEARING ON DEMURRER TO 1ST AMENDED COMPLAINT OF DALE HARMS FILED BY DALE HARMS, RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION	VACATED	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	10/03/2012	PLAINTIFF VERIFIED DISMISSAL W/O PREJ	Not Applicable	N/A
	10/03/2012	REQUEST FILED AND DISMISSAL ENTERED WITHOUT PREJUDICE AS TO ENTIRE ACTION	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	09/28/2012 8:30 AM DEPT. 06	HEARING ON DEMURRER TO 1ST AMENDED COMPLAINT OF DALE HARMS FILED BY RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	VACATED	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	09/21/2012	CLERK'S CERTIFICATE OF MAILING OF NOTICE OF REASSIGNMENT OF CASE TO DEPT. 09 SENT TO ALL PARTIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	09/21/2012	NOTICE OF REASSIGNMENT OF CASE TO DEPT. 09 FILED	Not Applicable	N/A
	09/21/2012	FURTHER CASE MANAGEMENT CONFERENCE WAS SET FOR 11/07/12 AT 8:30 IN DEPT. 09		
	09/21/2012	HEARING ON DEMURRER WAS SET FOR 10/09/12 AT 9:00 IN DEPT. 09		
	09/21/2012	DEFAULT DEPARTMENT CHANGED TO 09		
	09/13/2012	CLERK'S CERTIFICATE OF MAILING OF RECUSAL OF TRIAL JUDGE SENT TO ALL PARTIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	09/13/2012	RECUSAL OF TRIAL JUDGE FILED	Not Applicable	N/A
	09/12/2012	AMENDED VERIFIED RESPONSE TO JUDGE FLINNS VERIFIED ANSWER TO FURTHER CHALLENGE FOR CAUSE FILED BY PLAINTIFF	Not Applicable	N/A

	09/11/2012	PLAINTIFFS VERIFIED CHARGE TO THE CLERK TO NOTIFY PRESIDING JUDGE TO APPOINT A REPLACEMENT JUDICIAL	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	09/10/2012	RESPONSE TO JUDGE FLINNS VERIFIED ANSWER TO FURTHER CHALLENGE FOR CAUSE FILED BY DALE HARMS	Not Applicable	N/A
	09/04/2012	PLAINTIFFS VERIFIED RESPONSE TO JUDGE DAVID B. FLINNS UNSIGNED VERIFIED ANSWER TO FURTHER	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	09/04/2012	NOTICE OF/TO RULING ON DEMURRER FILED BY DALE HARMS	Not Applicable	N/A
	08/31/2012 8:30 AM DEPT. 06	HEARING ON MOTION TO/FOR STRIKE DEFS VOID UNVERIFIED PROPOSED DEMURRER FILED BY DALE HARMS	VACATED	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	08/31/2012 8:30 AM DEPT. 06	HEARING ON DEMURRER TO 1ST AMENDED COMPLAINT OF DALE HARMS FILED BY RECONSTRUCT COMPANY, N.A. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., A NEW YORK COR, BANK OF AMERICA, N.A.	NOT HEARD/CONT	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	08/30/2012	SUPPLEMENTAL TO PLAINTIFFS MISNAMED (AS THIS IS NOT A TRIAL MATTER) REQUEST FOR STATEMENT OF	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	08/30/2012	CLERK'S CERTIFICATE OF MAILING OF VERIFIED ANSWER TO CHALLENGE FOR CAUSE SENT TO ALL PARTIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	08/29/2012	VERIFIED ANSWER TO FURTHER CHALLENGE FOR CAUSE FILED	Not Applicable	N/A
	08/29/2012	REPLY DEFS OBJECTION TO PLTS FOUR REQUESTS FOR JUDICIAL NOTICE & REPLY REQUEST FOR JUDICIAL NOTICE FILE	Not Applicable	N/A
	08/29/2012	RECEIVED PROOF OF PUBLICATION OF PUBLIC NOTICE	Not Applicable	N/A
	08/28/2012	AFFIDAVIT OF THE COURTS PARTIALITY TO MAIN DEFENDANT PURSUANT TO 170.1(2)(A), 170.1(6)(III),	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	08/28/2012	AFFIDAVIT OF OBJECTION TO HEARING AND OF THE COURTS PARTIALITY TO MAIN DEFENDANT PURSUANT TO	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				

	08/28/2012	AFFIDAVIT OF DALE NORMAN HARMS RE ISO FULFILLING THE TENDER RULE FILED	Not Applicable	N/A
	08/28/2012	AFFIDAVIT OF OBJECTION TO HG. AND OF THE COURTS PARTIALITY TO MAIN DEFT. PURS. TO CCP 170.3 FILED	Not Applicable	N/A
	08/28/2012	PROOF OF SERVICE BY PERSONAL OF AFFIDAVIT OF OBJECTION TO HEARING ON ROCHELLE MARX FILED; SERVED ON 08/28/12	Not Applicable	N/A
	08/28/2012	AFFIDAVIT OF PUBLICATION FILED BY DALE HARMS	Not Applicable	N/A
	08/28/2012	AFFIDAVIT OF PUBLICATION FILED BY DALE HARMS	Not Applicable	N/A
	08/27/2012	AFFIDAVIT OF DALE HARMS RE SOVEREIGN RIGHTS FILED	Not Applicable	N/A
	08/27/2012	OBJECTION TO OPPOSITION TO MTN TO STRIKE DEMURRER FILED BY DALE HARMS	Not Applicable	N/A
	08/24/2012	REPLY IN SUPPORT OF DEMURRER TO FIRST AMENDED COMPLAINT FILED	Not Applicable	N/A
	08/24/2012	REPLY REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER FILED	Not Applicable	N/A
	08/24/2012	OBJECTION TO PLAINTIFFS FOUR REQUESTS FOR JUDICIAL NOTICE FILED BY RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
	08/22/2012	REPLY OF DALE HARMS TO DEFENDANTS OPPOSITION TO MOTION TO STRIKE DEMURRER FILED	Not Applicable	N/A
	08/20/2012	REQUEST OF DALE HARMS FOR JUDICIAL NOTICE FILED	Not Applicable	N/A
	08/20/2012	OPPOSITION TO MOTION TO/FOR STRIKE DEFENDANTS DEMURRER TO 1ST AMENDED CMP FILED BY COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
	08/17/2012	REQUEST OF DALE HARMS FOR JUDICIAL NOTICE FILED	Not Applicable	N/A
	08/13/2012	REQUEST OF DALE HARMS FOR JUDICIAL NOTICE FILED	Not Applicable	N/A
	08/10/2012 8:30 AM DEPT. 06	HEARING ON DEMURRER TO 1ST AMENDED COMPLAINT OF DALE HARMS FILED BY RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	NOT HEARD/CONT	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	08/06/2012	REQUEST OF DALE HARMS FOR JUDICIAL NOTICE FILED	Not Applicable	N/A
	08/06/2012	AFFIDAVIT OF TRUTH EXECUTED BY DALE-NORMAN FILED	Not Applicable	N/A
	08/01/2012	NOTICE OF/TO AUTHORITY MTN TO STRIKE DEMURRER IS UNDER FILED BY DALE HARMS	Not Applicable	N/A
	08/01/2012	RECEIVED PLAINTIFFS SUBMISSION OF THE TABLE OF AUTHORITY CASES ISO OPPOSITION TO DEMURRER	Not Applicable	N/A



	08/01/2012 8:30 AM DEPT. 06	FURTHER CASE MANAGEMENT CONFERENCE	Complete	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	07/30/2012	PROOF OF SERVICE BY FAX FILED RE: PLNTFS REPLY TO OPPS TO EX-PARTE APP	Not Applicable	N/A
	07/30/2012	PROOF OF SERVICE BY FAX FILED RE: PLNTFS REPLY TO OPPS TO EX-PARTE APP	Not Applicable	N/A
	07/30/2012	PROOF OF SERVICE BY FAX FILED RE: PLNTFS REPLY TO OPPS TO EX-PARTE APP	Not Applicable	N/A
	07/30/2012	REPLY OF DALE HARMS TO DEFS OPPS TO EX-PARTE APPLICATION TO CONTINUE DEMURRER FILED	Not Applicable	N/A
	07/27/2012	AMENDED NOTICE OF MOTION FILED BY PLAINTIFF	Not Applicable	N/A
	07/27/2012	CORRESPONDENCE MEMO RE: OPPOSITION TO PLTFS EX PARTE APPLICATION	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	07/25/2012	HEARING ON MOTION WAS SET FOR 8/31/12 AT 8:30 IN DEPT. 06		
	07/25/2012	MOTION TO/FOR STRIKE DEFS VOID UNVERIFIED PROPOSED DEMURRER FILED BY DALE HARMS		
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	07/24/2012	PLAINTIFFS REQUEST FOR STATEMENT OF DECISION REGARDING HIS DENIED PEREMPTORY CHALLENGE FILED	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	07/20/2012	NOTICE OF/TO INTENT TO APPEAR BY TELEPHONE FILED BY DALE HARMS	Not Applicable	N/A
	07/19/2012	PLAINTIFFS VERIFIED REFUSAL FOR CAUSE WITHOUT DISHONOR OF DEFENDANTS VOID UNVERIFIED PROPOSED	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	07/19/2012	PROOF OF SERVICE BY E-MAIL OF NOTICE OF DEMURRER & DEMURRER TO 1ST AMENDED CMP ON (SEE SERVICE LIST) FILED; SERVED ON 07/17/12	Not Applicable	N/A
	07/17/2012	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY DALE HARMS	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	07/13/2012	PROOF OF SERVICE BY MAIL FILED RE: NTC OF DEMMURRER, REQ FOR JUDICIAL NTC TO DALE HARMS ON 07/13/12	Not Applicable	N/A
	07/13/2012	HEARING ON DEMURRER WAS SET FOR 8/10/12 AT 8:30 IN DEPT. 06		
	07/13/2012	REQUEST OF RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION,	Not Applicable	N/A



		COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A. FOR JUDICIAL NOTICE FILED		
	07/13/2012	DEMURRER TO 1ST AMENDED COMPLAINT OF DALE HARMS FILED BY RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	07/13/2012	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	06/29/2012	PEREMPTORY CHALLENGE DENIED	Not Applicable	
	06/28/2012	PEREMPTORY CHALLENGE (CCP 170.6) FILED BY DALE HARMS AS TO DAVID B. FLINN	Not Applicable	N/A
	06/28/2012	PROOF OF SERVICE BY MAIL FILED ON 1ST AMENDED COMPLAINT OF DALE HARMS AS TO RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A. WITH MAILING DATE OF 06/28/12	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	06/28/2012	(U.J.) 1ST AMENDED COMPLAINT OF DALE HARMS FILED	Not Applicable	N/A
	06/04/2012	NOTICE OF/TO RULING ON DEFENDANTS DEMURRER FILED BY COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
	06/01/2012 8:30 AM DEPT. 06	HEARING ON DEMURRER TO COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED BY RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON	DEMURRER SUSTAINED	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	05/15/2012	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY DALE HARMS	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	05/15/2012 8:30 AM DEPT. 06	CASE MANAGEMENT CONFERENCE	CONTINUED	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	05/14/2012	VERIFIED REJECTION OF ORDER OF JUDGE DURYEE FILED BY PLAINTIFF DALE HARMS	Not Applicable	N/A

	05/03/2012	ORDER RE DISQUALIFICATION W/PROOF OF MAILING FILED.	Not Applicable	N/A
	05/03/2012	CLERK'S CERTIFICATE OF MAILING OF ORDER RE: DISQUALIFICATION SENT TO ALL PARTIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	05/01/2012	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	04/27/2012	CASE MANAGMENT STATEMENT FILED	Not Applicable	N/A
	04/27/2012	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY DALE HARMS	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	04/26/2012	SECOND SUPPLEMENT TO VERIFIED ANSWER TO CHALLENGE FOR CAUSE	Not Applicable	N/A
	04/24/2012	VERIFIED REJECTION OF ORDER JUDGE DURYEE WAS MISSING FILED DOCUMENTS TO MAKE DECISION ON FILED	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	04/23/2012	CASE MANAGEMENT CONFERENCE WAS SET FOR 5/15/12 AT 8:30 IN DEPT. 06		
	04/23/2012	RETURN TO COURT CONTROL	Not Applicable	
	04/23/2012	CLERK'S CERTIFICATE OF MAILING OF NOTICE OF CASE MANAGEMENT CONFERENCE SENT TO ALL PARTIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	04/23/2012	NOTICE OF CASE MANAGEMENT CONFERENCE FILED	Not Applicable	N/A
	04/19/2012	CLERK'S CERTIFICATE OF MAILING OF ORDER RE: DISQUALIFICATION SENT TO ALL PARTIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	04/19/2012	ORDER RE: DISQUALIFICATION FILED	Not Applicable	N/A
	04/16/2012	NTC OF ASSIGNMENT PURS CHALLENGE FOR CAUSE FILED W/CLERKS CERTIFICATE OF MAILING	Not Applicable	N/A
	04/10/2012 8:30 AM DEPT. 06	HEARING ON DEMURRER TO COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED BY RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	OFF-CALENDAR	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				

	04/06/2012 8:30 AM DEPT. 06	HEARING ON DEMURRER TO COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED BY RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	NOT HEARD/CONT	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	04/02/2012	AFFIDAVIT OF DALE NORMAN HARMS IN SUPPORT OF PROCEEDINGS BEING STAYED FILED	Not Applicable	N/A
	03/29/2012	REPLY OF MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A. TO TO DEMURRER TO PLTFS COMPLT FILED	Not Applicable	N/A
	03/27/2012	PLAINTIFFS VERIFIED RECEIPT OF JUDGE FLINNS UNSIGNED VERIFIED NOTICE OF CHANGE IN DATE	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	03/23/2012	NOTICE OF CHANGE IN HEARING DATE OF ORAL ARGUMENTS FILED	Not Applicable	N/A
	03/23/2012	CLERK'S CERTIFICATE OF MAILING OF NOTICE OF CHANGE IN HEARING DATE SENT TO ALL ACTIVE AND DISPO'D PARTIES.	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	03/22/2012	OPPOSITION TO DEFTS PROPOSED DEMURRER IN ITS ENTIRETY FILED BY DALE HARMS.	Not Applicable	N/A
	03/13/2012	PROCEEDINGS STAYED PURSUANT TO "OTHER" ORDER BY COURT	Not Applicable	
	03/13/2012 8:30 AM DEPT. 06	CASE MANAGEMENT CONFERENCE	COMPLETED	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	03/07/2012	PLAINTIFFS VERIFIED REQ FOR ANOTHER JUDGE TO HEAR CHALLENGE FOR CAUSE PURSUANT TO CCP 170.3 (C)(5)	Not Applicable	N/A
	02/27/2012	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	02/22/2012	PLAINTIFFS VERIFIED BRIEF RE DISQUALIFICATION OF JUDGES FILED	Not Applicable	N/A
	02/14/2012	PLAINTIFFS VERIFIED RESPONSE TO JUDGE FLINNS VERIFIED ANSWER TO CHALLENGE FOR CAUSE FILED	Not Applicable	N/A
	02/14/2012		Not Applicable	N/A

		SUPPLEMENT TO VERIFIED ANSWER TO CHALLENGE FOR CAUSE FILED		
	02/14/2012	CLERK'S CERTIFICATE OF MAILING OF SUPPLEMENT TO VERIFIED ANSWER TO CHALLENGE FOR CAUSE SENT TO ALL PARTIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	02/14/2012	PLAINTIFFS AMENDED VERIFIED RESPONSE TO JUDGE DAVID B. FLINNS VERIFIED ANSWER TO	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	02/09/2012	PROOF OF SERVICE BY FAX OF MTN FOR AN INDEPENDENT JUDGE, BAILIFF, AND CLERK ON JUDGE DAVID B. FLINN, DEPT 6 FILED; SERVED ON 02/08/12	Not Applicable	N/A
	02/09/2012	PROOF OF SERVICE BY MAIL FILED RE: MTN FOR AN INDEPENDENT JUDGE, BAILIFF, AND CLERK ON 02/08/12	Not Applicable	N/A
	02/08/2012 8:30 AM DEPT. 06	CASE MANAGEMENT CONFERENCE	Complete	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	02/07/2012	VERIFIED ANSWER TO CHALLENGE FOR CAUSE/ORDER STRIKING MOT. FOR AN INDEP. JUDGE, BAILIFF, CLERK FILED	Not Applicable	N/A
	02/01/2012	VERIFIED REQUEST FOR JUDICIAL NOTICE RE: THE COURT'S OATH OF OFFICE FILED BY PLAINTIFF	Not Applicable	N/A
	02/01/2012 8:30 AM DEPT. 06	CASE MANAGEMENT CONFERENCE	NOT HEARD/CONT	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	01/26/2012	CLERK'S CERTIFICATE OF MAILING OF NOTICE OF CONTINUANCE OF CASE MANAGEMENT CONF. SENT TO ALL PARTIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	01/24/2012	PLAINTIFFS MOTION FOR AN INDEPENDENT JUDGE, BAILIFF, AND CLERK BECAUSE OF CONFLICT OF INTEREST	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	01/23/2012	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY DALE HARMS	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	01/23/2012	REQUEST OF DALE HARMS FOR JUDICIAL NOTICE FILED	Not Applicable	N/A
	01/18/2012	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A

Minutes You are Not Authorized to View Minutes prior to 12/31/2099				
	01/05/2012	5CMC5 CALENDARED ON 02/01/12 IN DEPT. 19. HAS BEEN UPDATED TO 02/01/12 IN DEPT. 06.	Not Applicable	
	01/05/2012	5DEMC5 CALENDARED ON 04/06/12 IN DEPT. 19. HAS BEEN UPDATED TO 04/06/12 IN DEPT. 06.	Not Applicable	
	01/04/2012 6:01 PM DEPT. 06	DEFAULT DEPARTMENT WAS CHANGED FROM 19 TO 06.	Not Applicable	
	12/29/2011	NOTICE OF ENTRY OF ORDER GRANTING DEFS MTN TO SET ASIDE DEFAULTS FILED	Not Applicable	N/A
	12/22/2011	ORDER GRANTING DEFTS MTN TO SET ASIDE DEFAULTS, FILED	Not Applicable	N/A
	12/21/2011	ORD ON MOT TO SET ASIDE DEFAULT TO RM 103 TO FILE	Not Applicable	N/A
	12/19/2011	AMENDED NTC OF DEMURRER TO PLTFS COMPLT FILED BY BANK OF AMERICA, ET AL	Not Applicable	N/A
	12/16/2011	REQUEST OF RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A. FOR JUDICIAL NOTICE FILED	Not Applicable	N/A
	12/16/2011	HEARING ON DEMURRER WAS SET FOR 4/06/12 AT 8:30 IN DEPT. 19		
	12/16/2011	DEMURRER TO COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED BY RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
Minutes You are Not Authorized to View Minutes prior to 12/31/2099				
	12/09/2011	DEFAULT SET ASIDE ON RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR	Not Applicable	
	12/09/2011 8:30 AM DEPT. 19	HEARING ON MOTION TO/FOR SET ASIDE DEFAULTS FILED BY RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	GRANTED	
Minutes You are Not Authorized to View Minutes prior to 12/31/2099				
	12/02/2011	REQUEST OF RECONSTRUCT COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A. FOR JUDICIAL NOTICE FILED	Not Applicable	N/A



	12/02/2011	REPLY IN SUPPORT OF DEFTS NOTICE OF MOTIONS & MOTION TO SET ASIDE DEFAULT	Not Applicable	N/A
	11/29/2011	OPPOSITION TO DEFENDANTS MTN TO SET ASIDE DEFAULTS & REQ FOR LEA FILED BY DALE HARMS.	Not Applicable	N/A
	11/29/2011 8:30 AM DEPT. 19	CASE MANAGEMENT CONFERENCE	NOT HEARD/CONT	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	11/22/2011	CASE MANAGEMENT CONFERENCE STATEMENT FILED BY DALE HARMS	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	11/18/2011	NOTICE OF LIS PENDENS FILED	Not Applicable	N/A
	11/18/2011	CERTIFIED COPY/COPIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	11/18/2011	STIPULATION & ORDER FOR JUDICIAL APPROVAL FOR RECORDATION OF LIS PENDS FILED	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	11/16/2011	STIPULATED ORDER FOR JUDICIAL APPROVAL FOR RECORDATION TO RM 103 TO FILE	Not Applicable	N/A
	11/15/2011	COPIES	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	11/09/2011	ORDER FOR JUDICIAL APPROVAL FOR RECORDATION	Not Applicable	N/A
	11/08/2011	ORDER FOR JUDICIAL APPROVAL FOR RECORDATION TO RM 103 TO FILE	Not Applicable	N/A
	11/07/2011	PROOF OF SERVICE BY MAIL FILED RE: HANDWRITTEN LETTER TO FEATHER BARON ON 11/04/11	Not Applicable	N/A
	11/07/2011	PROOF OF SERVICE BY MAIL FILED RE: HANDWRITTEN LETTER TO FEATHER BARON ON 11/04/11	Not Applicable	N/A
	11/04/2011	REQUEST OF DALE HARMS FOR JUDICIAL NOTICE FILED	Not Applicable	N/A
	11/04/2011 8:30 AM DEPT. 19	HEARING ON MOTION TO/FOR JUDICIAL APRVL FOR RECORDATION OF NTC OF PNDG ACTN FILED BY DALE HARMS	GRANTED	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	10/24/2011	NOTICE OF/TO NON-OPPOSITION TO MOTION FOR RECORDATION FILED BY RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.	Not Applicable	N/A
	10/20/2011	PROOF OF SERVICE BY MAIL FILED RE: REQ FOR JUDICIAL NOTICE ON 10/19/11	Not Applicable	N/A
	09/30/2011	SUPPLEMENTAL DEC OF FEATHER BARON IN SUPPT OF MTN TO SET ASIDE FILED	Not Applicable	

	09/22/2011	DECLARATION OF FEATHER D BARON IN SUPPORT OF MOTION: TO SET ASIDE DEFAULTS	Not Applicable	N/A
	09/22/2011	DECLARATION OF MARILYN J DEMUS IN SUPPORT OF MOTION: TO SET ASDIE DEFAULTS	Not Applicable	N/A
	09/22/2011	HEARING ON MOTION WAS SET FOR 12/09/11 AT 8:30 IN DEPT. 19		
	09/22/2011	MOTION TO/FOR SET ASIDE DEFAULTS FILED BY RECONSTRUST COMPANY, N.A, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, THE BANK OF NEW YORK MELLON, LANDSAFE DEFAULT INC, CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., ANEW YORK COR, BANK OF AMERICA, N.A.		
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	09/22/2011	ON THE COMPLAINT FILED 07/05/2011 OF DALE HARMS, BAC HOME LOANS SERVICING, L.P.A LIMITED IS REMOVED AS A DEFENDANT.	Not Applicable	
	09/22/2011	DEFENDANT/CROSS-DEFENDANT ANSWERED AS BANK OF AMERICA, N.A.	Not Applicable	
	09/22/2011	BANK OF AMERICA, N.A. ADDED AS A PARTY	Not Applicable	
	09/08/2011 7:00 AM DEPT. 19	CHECK FOR PROOF OF SERVICE	VACATED	
	09/01/2011 7:00 AM DEPT. 19	CHECK FOR REQUEST FOR ENTRY OF DEFAULT	VACATED	
	08/30/2011	AFFIDAVIT IN SUPPORT OF REQUEST FOR ENTRY OF DEFAULT FILED BY DALE HARMS	Not Applicable	N/A
	08/30/2011	DEFAULT ENTERED ON THE COMPLAINT FILED 07/05/2011 OF DALE HARMS AGAINST DEFENDANT CWALT INC., A DELAWARE CORPORATION BY CLERK AS REQUESTED	Not Applicable	N/A
	08/30/2011	REQUEST FOR CLERK/COURT JUDGMENT FILED	Not Applicable	
	08/30/2011	PROOF OF SERVICE BY MAIL FILED RE: CV100, AFFIDAVIT IN SUPPT OF REQ FOR DEFAULT/ETC CWALT, INC. 08/29/11	Not Applicable	N/A
	08/30/2011	REQUEST TO ENTER DEFAULT ON COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED AS TO CWALT INC., A DELAWARE CORPORATION	Not Applicable	N/A
	08/30/2011	REQUEST TO ENTER DEFAULT ON COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED AS TO THE BANK OF NEW YORK MELLON	Not Applicable	N/A
	08/30/2011	DEFAULT ENTERED ON THE COMPLAINT FILED 07/05/2011 OF DALE HARMS AGAINST DEFENDANT THE BANK OF NEW YORK MELLON BY CLERK AS REQUESTED	Not Applicable	N/A
	08/30/2011	REQUEST FOR CLERK/COURT JUDGMENT FILED	Not Applicable	
	08/30/2011	AFFIDAVIT IN SUPPORT OF REQ FOR ENTRY OF DEFAULT FILED BY DALE HARMS	Not Applicable	N/A
	08/30/2011	PROOF OF SERVICE BY MAIL FILED RE: CV-100, AFFIDAVIT IN SUPPT OF REQ FOR DEFAULT/ETC THE BANK OF NEW YORK MELLON 08/29/11	Not Applicable	N/A

	08/30/2011	AFFIDAVIT IN SUPPORT OF REQUEST FOR ENTRY OF DEFAULT FILED BY DALE HARMS	Not Applicable	N/A
	08/30/2011	REQUEST TO ENTER DEFAULT ON COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED AS TO COUNTRYWIDE HOME LOANS INC., ANEW YORK COR	Not Applicable	N/A
	08/30/2011	DEFAULT ENTERED ON THE COMPLAINT FILED 07/05/2011 OF DALE HARMS AGAINST DEFENDANT COUNTRYWIDE HOME LOANS INC., ANEW YORK COR BY CLERK AS REQUESTED	Not Applicable	N/A
	08/30/2011	REQUEST FOR CLERK/COURT JUDGMENT FILED	Not Applicable	
	08/30/2011	PROOF OF SERVICE BY MAIL FILED RE: AFFIDAVIT IN SUPPT OF REQ FOR ENTRY OF DEFAULT/ETC COUNTRYWIDE HOME LOANS, INC. 08/29/11	Not Applicable	N/A
	08/30/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO THE BANK OF NEW YORK MELLON WITH SERVICE DATE OF 08/16/11	Not Applicable	N/A
	08/26/2011	PROOF OF SERVICE BY MAIL FILED RE: PLTFS NTC OF MTN AND MTN FOR JUDICIAL APPROVAL SERVED ON LANDSAFE DEFAULT INC ON 08-26-11	Not Applicable	N/A
	08/26/2011	PROOF OF SERVICE BY MAIL FILED RE: PLTFS NTC OF MTN AND MTN FOR JUDICIAL APPROVAL SERVED ON CWALT, INC ON 08-26-11	Not Applicable	N/A
	08/26/2011	PROOF OF SERVICE BY MAIL FILED RE: PLTFS NTC OF MTN AND MTN FOR JUDICIAL APPROVAL SERVED ON COUTNRYWIDE HOME LOANS INC ON 08-26-11	Not Applicable	N/A
	08/26/2011	PROOF OF SERVICE BY MAIL FILED RE: PLTFS NTC OF MTN AND MTN FOR JUDICIAL APPROVAL SERVED ON RECONTRUST COMPANY, NA ON 8-26-11	Not Applicable	N/A
	08/26/2011	PROOF OF SERVICE BY MAIL FILED RE: PLTFS NTC OF MTN AND MTN FOR JUDICIAL APPROVAL SERVED ON MERS, INC ON 08-26-11	Not Applicable	N/A
	08/26/2011	PROOF OF SERVICE BY MAIL FILED RE: PLTFS NTC OF MTN AND MTN FOR JUDICIAL APPROVAL SERVED ON THE BANK OF NEW YORK MELLON ON 08-26-11	Not Applicable	N/A
	08/26/2011	PROOF OF SERVICE BY MAIL FILED RE: PLTFS NTC OF MTN AND MTN FOR JUDICIAL APPROVAL SERVED ON BAC HOME LOANS SERVICING, LP ON 08-26-11	Not Applicable	N/A
	08/26/2011	HEARING ON MOTION WAS SET FOR 11/04/11 AT 8:30 IN DEPT. 19		
	08/26/2011	MOTION TO/FOR JUDICIAL APPROVAL FOR RECORDATION OF NTC OF PENDIN FILED BY DALE HARMS		
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	08/26/2011	CORRESPONDENCE MEMO RE: NOTICE OF PENDING ACTION	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	08/23/2011	JUDICIAL APPROVAL "DENIED" FOR RECORDATION TO RM 103 FOR FILING-NOTICED MOTION REQUIRED	Not Applicable	N/A
	08/19/2011	PROOF OF SERVICE BY MAIL FILED RE: REQ FOR DEFAULT/AFFIDAVIT IN SUPPORT/ETC. LANDSAFE DEFAULT INC., ATTN: MARIA SANCHEZ 08/15/11	Not Applicable	N/A



	08/19/2011	DEFAULT ENTERED ON THE COMPLAINT FILED 07/05/2011 OF DALE HARMS AGAINST DEFENDANT LANDSAFE DEFAULT INC BY CLERK AS REQUESTED	Not Applicable	N/A
	08/19/2011	AFFIDAVIT IN SUPPORT OF REQ FOR ENTRY OF DEFAULT FILED BY DALE HARMS	Not Applicable	N/A
	08/19/2011	REQUEST TO ENTER DEFAULT ON COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED AS TO LANDSAFE DEFAULT INC	Not Applicable	N/A
	08/19/2011	PROOF OF SERVICE BY MAIL FILED RE: AFFIDAVIT IN SUPPT OF REQ FOR ENTRY OF DEFAULT/ETC MERS, INC., ANGELA MEMETZ 08/15/11	Not Applicable	N/A
	08/19/2011	DEFAULT ENTERED ON THE COMPLAINT FILED 07/05/2011 OF DALE HARMS AGAINST DEFENDANT MORTGAGE ELECTRONICREGISTRATION SYSTEMS BY CLERK AS REQUESTED	Not Applicable	N/A
	08/19/2011	REQUEST FOR CLERK/COURT JUDGMENT FILED	Not Applicable	
	08/19/2011	AFFIDAVIT IN SUPPORT OF REQUEST FOR ENTRY OF DEFAULT FILED BY DALE HARMS	Not Applicable	N/A
	08/19/2011	REQUEST TO ENTER DEFAULT ON COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED AS TO MORTGAGE ELECTRONICREGISTRATION SYSTEMS	Not Applicable	N/A
	08/19/2011	PROOF OF SERVICE BY MAIL FILED RE: AFFIDAVIT IN SUPPT OF REQ FOR DEFAULT/ETC. BAC HOME LOANS SERVICING, L.P. 08/15/11	Not Applicable	N/A
	08/19/2011	REQUEST TO ENTER DEFAULT ON COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED AS TO BAC HOME LOANS SERVICING, L.P.A LIMITED	Not Applicable	N/A
	08/19/2011	DEFAULT ENTERED ON THE COMPLAINT FILED 07/05/2011 OF DALE HARMS AGAINST DEFENDANT BAC HOME LOANS SERVICING, L.P.A LIMITED BY CLERK AS REQUESTED	Not Applicable	N/A
	08/19/2011	REQUEST FOR CLERK/COURT JUDGMENT FILED	Not Applicable	
	08/19/2011	AFFIDAVIT IN SUPPORT OF REQUEST FOR ENTRY OF DEFAULT FILED BY DALE HARMS	Not Applicable	N/A
	08/16/2011	REQUEST FOR CLERK/COURT JUDGMENT FILED	Not Applicable	
	08/16/2011	AFFIDAVIT IN SUPPORT OF REQ FOR ENTRY OF DEFAULT FILED BY DALE HARMS	Not Applicable	N/A
	08/16/2011	REQUEST TO ENTER DEFAULT ON COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED AS TO RECONSTRUST COMPANY, N.A	Not Applicable	N/A
	08/16/2011	DEFAULT ENTERED ON THE COMPLAINT FILED 07/05/2011 OF DALE HARMS AGAINST DEFENDANT RECONSTRUST COMPANY, N.A BY CLERK AS REQUESTED	Not Applicable	N/A
	08/16/2011	PROOF OF SERVICE BY MAIL FILED RE: AFFIDAVIT IN SUPPT OF REQ FOR DEFAULT/ETC. RECONSTRUST COMPANY, N.A. 08/15/11	Not Applicable	N/A
	08/15/2011	CERTIFICATE OF SERVICE OF SUPPL BRIEF TO CORRECT THE COURTS MISCONCEPTION ON 08/12/11	Not Applicable	N/A
	08/09/2011	PLAINTIFFS SUPPLEMENTAL BRIEF TO CORRECT COURTS MISCONCEPTION THAT PROPERTY HAS	Not Applicable	N/A

**Minutes**

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	08/02/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO COUNTRYWIDE HOME LOANS INC., A NEW YORK COR WITH SERVICE DATE OF 07/28/11	Not Applicable	N/A
	08/02/2011	CERTIFICATE SERVICE FILED BY DALE HARMS	Not Applicable	N/A
	08/02/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO RECONSTRUST COMPANY, N.A WITH SERVICE DATE OF 07/14/11	Not Applicable	N/A
	08/02/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO CWALT INC., A DELAWARE CORPORATION WITH SERVICE DATE OF 07/28/11	Not Applicable	N/A
	08/01/2011	CORRESPONDENCE MEMO RE: REQUEST FOR APPROVAL TO FILE LIS PENDENS/NOTICE	Not Applicable	
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				
	07/25/2011	PROOF OF SERVICE BY MAIL FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO BAC HOME LOANS SERVICING, L.P.A LIMITED WITH MAILING DATE OF 07/23/11	Not Applicable	N/A
	07/25/2011	PROOF OF SERVICE BY MAIL FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO RECONSTRUST COMPANY, N.A WITH MAILING DATE OF 07/22/11	Not Applicable	N/A
	07/25/2011	PROOF OF SERVICE BY MAIL FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO LANDSAFE DEFAULT INC WITH MAILING DATE OF 07/23/11	Not Applicable	N/A
	07/25/2011	PROOF OF SERVICE BY MAIL FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO MORTGAGE ELECTRONICREGISTRATION SYSTEMS WITH MAILING DATE OF 07/23/11	Not Applicable	N/A
	07/25/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO MORTGAGE ELECTRONICREGISTRATION SYSTEMS WITH SERVICE DATE OF 07/18/11	Not Applicable	N/A
	07/25/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO RECONSTRUST COMPANY, N.A WITH SERVICE DATE OF 07/14/11	Not Applicable	N/A
	07/25/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO BAC HOME LOANS SERVICING, L.P.A LIMITED WITH SERVICE DATE OF 07/18/11	Not Applicable	N/A
	07/25/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO LANDSAFE DEFAULT INC WITH SERVICE DATE OF 07/18/11	Not Applicable	N/A
	07/25/2011	PROOF OF PERSONAL SERVICE FILED ON COMPLAINT FILED 07/05/2011 OF DALE HARMS AS TO THE BANK OF NEW YORK MELLON WITH SERVICE DATE OF 07/18/11	Not Applicable	N/A
	07/21/2011	AMENDMENT TO COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED TO NAME CWALT INC., A DELAWARE CORPORATION, COUNTRYWIDE HOME LOANS INC., A NEW YORK COR AS DOE 1 AND DOE 2	Not Applicable	N/A
	07/18/2011	CLERK'S TICKLER TO CHECK FOR REQUEST FOR ENTRY OF DEFAULT WAS SET FOR 9/01/11 AT 7:00 IN DEPT. 19		

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	07/05/2011	CLERK'S TICKLER TO CHECK FOR PROOF OF SERVICE WAS SET FOR 9/08/11 AT 7:00 IN DEPT. 19		
	07/05/2011	ORIGINAL SUMMONS ON COMPLAINT FILED 07/05/2011 OF DALE HARMS FILED	Not Applicable	N/A
	07/05/2011	COLOR OF FILE IS GRAY	Not Applicable	
	07/05/2011	CASE MANAGEMENT CONFERENCE WAS SET FOR 11/29/11 AT 8:30 IN DEPT. 19		
	07/05/2011	CASE ENTRY COMPLETE	Not Applicable	
	07/05/2011	CASE HAS BEEN ASSIGNED TO DEPT. 19		
	07/05/2011	COMPLAINT FILED. SUMMONS IS ISSUED	Not Applicable	N/A
<b>Minutes</b> You are Not Authorized to View Minutes prior to 12/31/2099				

**Case CIVMSC11-01520 - Pending Hearings**

Date	Action Text	Disposition	Image
This Case Does Not Have Any Pending Hearings			

EXHIBIT “15”

CLOSED

**U.S. District Court  
California Northern District (San Francisco)  
CIVIL DOCKET FOR CASE #: 3:12-mc-80177-EMC**

v. Harms  
Assigned to: Hon. Edward M. Chen

Date Filed: 07/25/2012  
Date Terminated: 09/12/2012

**In Re****Dale Norman Harms**

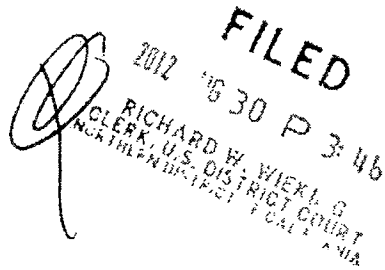
represented by **Dale Norman Harms**  
Rural Route One  
c/o 2063 Main Street, Suite 282  
Oakley, CA 94561  
925-785-0389  
PRO SE

Date Filed	#	Docket Text
07/25/2012	<u>1</u>	NOTICE OF ANNEXATION by Dale Norman Harms (ga, COURT STAFF) (Filed on 7/25/2012)(Fee Paid \$46.00, Receipt # 34611076815) (Entered: 07/27/2012)
08/02/2012	<u>2</u>	ORDER TO SHOW CAUSE. Show Cause Response due by 8/31/2012. Signed by Judge Edward M. Chen on 8/2/2012. (Attachments: # <u>1</u> Certificate of Service). (emcsec, COURT STAFF) (Filed on 8/2/2012) (Entered: 08/02/2012)
08/30/2012	<u>3</u>	RESPONSE TO ORDER TO SHOW CAUSE by Dale Norman Harms. (ga, COURT STAFF) (Filed on 8/30/2012) (Entered: 08/31/2012)
09/12/2012	<u>4</u>	ORDER Dismissing Case with Prejudice. Signed by Judge Edward M. Chen on 9/12/2012. (Attachments: # <u>1</u> Certificate of Service).(emcsec, COURT STAFF) (Filed on 9/12/2012) (Entered: 09/12/2012)
09/12/2012	<u>5</u>	JUDGMENT. Signed by Judge Edward M. Chen on 9/12/2012. (Attachments: # <u>1</u> Certificate of Service). (emcsec, COURT STAFF) (Filed on 9/12/2012) (Entered: 09/12/2012)

PACER Service Center			
Transaction Receipt			
08/24/2016 13:24:03			
PACER Login:	wf0265new:2661496:0	Client Code:	
Description:	Docket Report	Search Criteria:	3:12-mc-80177-EMC
Billable Pages:	1	Cost:	0.10

EXHIBIT “16”

1 Dale Norman Harms  
 2 Rural Route One, c/o 2063 Main Street, Suite 282  
 3 Oakley, union State of California [94561]  
 4 925-785-0389



6  
 7 [UNITED STATES DISTRICT COURT]

8 district court for the United States

9  
 10  
 11 Dale Norman Harms  
 12 Lawful Man, Secured Party  
 13 Real Party in Interest

10 ) FILE No. C-12-80177 MISC EMC  
 11 )  
 12 )  
 13 )  
 14 )  
 15 )  
 16 )  
 17 )  
 18 )

13 ) RESPONSE TO  
 14 ) ORDER TO SHOW CAUSE

19 FOR AND ON THE RECORD:

20  
 21 Dale Norman Harms as a Lawful Man, Secured Party and Real Party in Interest with  
 22 respect to miscellaneous file number C-12-80177 MISC EMC and the Order to Show Cause  
 23 issued by United States District Judge EDWARD M. CHEN, provides the following response to  
 24 all points within such order:

- 25 1. Dale Norman Harms at no times and in no manner referred to himself as DALE  
 26 NORMAN HARMS (an *Ens Legis* Fiction) nor as Plaintiff in this matter, therefore the  
 27 construction of such by the EDWARD M. CHEN immediately brings into question the  
 28 intentions and purpose of this alleged Order to Show Cause.  
 29 2. It continues to misconstrue the matter at hand by stating "Plaintiff does not appear to  
 30 have filed a complaint to initiate litigation..." which is entirely true, there is no matter for  
 31

1 litigation or controversy in the filing, which is evident and clear throughout the  
2 documents filed.

- 3 3. Dale Norman Harms has not requested relief of the Court, therefore the statement "...the  
4 Court cannot discern from Plaintiff's filing and accompanying documents what relief  
5 Plaintiff is seeking..." is spurious and an obvious and intended misdirection of the writer  
6 for purposes one can only guess at.
- 7 4. The Court, by said EDWARD M. CHEN, asserts that it shall dismiss the matter on  
8 elements that do not exist, therefore is proceeding as a false construction and has no basis  
9 to proceed as such.
- 10 5. Dale Norman Harms is not now nor upon the filing of the miscellaneous file seeking to  
11 domesticate a judgment from a foreign court, thus the "First" statement has no basis in  
12 fact or substance; therefore cannot be used as a basis for dismissal of the matter.
- 13 6. Dale Norman Harms has utilized the miscellaneous filing for purposes as stated in the  
14 documents, and no other, to establish notice of a completed administrative procedure in  
15 order to create a public record.
- 16 7. The EDWARD M. CHEN proceeds to state, that "Plaintiff has not provided a copy of  
17 any judgment by any court." This indicates that EDWARD M. CHEN is incapable of  
18 understanding an administrative procedure proceeding under the rules of commerce, but  
19 should know this fundamental in the public system for which he stands as an authority in  
20 his position. Dale Norman Harms has not provided a judgment issued by a court because  
21 there is no such thing in this matter, but that does not in any way obviate the validity of  
22 the entered default judgment, which EDWARD M. CHEN knows or should know given  
23 his position and office.
- 24 8. The continuing statements and positions of the EDWARD M. CHEN indicate a  
25 substantial lack of knowledge of fundamentals of public policy and commercial process,  
26 raising the question as to the lack of capacity and authority in this matter. Dale Norman  
27 Harms can only indicate the necessity of the EDWARD M. CHEN to seek counsel as to  
28 the articles, substance and applicable requirements of the Uniform Commercial Code,  
29 and to take notice of the fact that: In 1966 the United States Congress passed the Revised  
30 Tax Lien Registration Act in which it states on page 3722 "Henceforth, all matters  
31



1       pertaining to taxation and monetary policy within the United States shall be under the  
2       purview of the Uniform Commercial Code.”

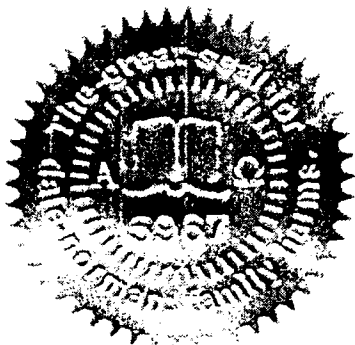
3       9. EDWARD M. CHEN knows, or should know that all matters of an administrative nature  
4       involve both taxation and monetary policy under the public policy of the United States,  
5       and in the Uniform Commercial Code a default entry for dishonor on any presentment is  
6       a tacit acceptance of all facts and therefore an admission of and acceptance of the  
7       contract therein. This is the basis of the entry of judgment in the filing.

8       10. Proceeding in the order, the “Second” item falsely states that “Plaintiff” is seeking to  
9       “enter” or obtain a default judgment, when it is clearly stated that the purpose of the  
10      filing was a Notice, and no such seeking to enter or obtain default judgment was  
11      contained in the filing. Therefore, the second premise of this order is false as well, and  
12      the rest of that paragraph is inane and without substance to the matter, as it appears the  
13      entire document to be.

14      11. In closing EDWARD M. CHEN asserts that “Mr. Harms” should seek counsel at the  
15      Legal Help Center, where in fact, it would appear that based on the ignorance of the law  
16      displayed in this two page “Order to Show Cause” that the EDWARD M. CHEN might  
17      benefit from seeking such counsel and education in the fundamentals that underlie the  
18      system that he represents, and should perhaps reflect on the phrase ‘Ignorance of the Law  
19      is no excuse,’ and therefore, EDWARD M. CHEN has no excuse, only ignorance as  
20      abundantly displayed.

21      12. Dale Norman Harms categorically rejects the Order to Show Cause and will address any  
22      attempt to dismiss or reject it off the record as a willful trespass on his commercial  
23      integrity and hereby reserves all rights and remedies to defend his right to use the public  
24      forums for the purposes as he intended with this filing.

25      Respectfully Submitted this Thirty-first day of the Eighth month in the year of our Lord  
26      Two-thousand-twelve.



By: Dale Norman Harms

Dale Norman Harms, Secured Party  
Holder in Due Course and Party in Real Interest

EXHIBIT “17”

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE

No. C-12-80177 MISC EMC

DALE NORMAN HARMS,


Plaintiff.

**ORDER DISMISSING CASE WITH  
PREJUDICE**

Previously, the Court issued an order in which it instructed Plaintiff to show cause as to why his case should not be dismissed. *See* Docket No. 2 (order). Plaintiff timely filed a response to the order to show cause. *See* Docket No. 3 (response). Having reviewed the contents of that response, the Court hereby concludes that dismissal of the case with prejudice is warranted. Plaintiff admits in his response that he is not filing a complaint to initiate litigation. *See* Pl.'s Resp. ¶ 2. He also admits in his response that he has not requested any relief from the Court. *See* Pl.'s Resp. ¶ 2. According to Plaintiff, he simply "utilized the miscellaneous filing . . . to establish notice of a completed administrative procedure in order to create a public record." Pl.'s Resp. ¶ 6. However, Plaintiff has pointed to no authority stating that court processes may be used simply to create a public record. To the extent Plaintiff questions the undersigned's "knowledge" or "capacity," Pl.'s Resp. ¶ 8, he is free to take the issue up on appeal. The Clerk of the Court is directed to enter judgment and close the file in this case.

IT IS SO ORDERED.

Dated: September 12, 2012

  
EDWARD M. CHEN  
United States District Judge

**PROOF OF SERVICE**

I, Marilee V. Johnson, declare as follows:

I am employed in the County of Orange, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 4665 MacArthur Court, Suite 280, Newport Beach, California 92660. I am readily familiar with the practices of Wright, Finlay & Zak, LLP, for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence is deposited with the United States Postal Service the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

On **August 24, 2016**, I served the within **DEFENDANTS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEFENDANTS' OPPOSITION TO MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT** on all interested parties in this action as follows:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

**[SEE ATTACHED MAILING LIST]**

☐ (BY MAIL SERVICE) I placed such envelope(s) for collection to be mailed on this date following ordinary business practices.

☒ (VIA E- MAIL SERVICE)

Dale Harms - dale.harms@unseen.is  
Norris Booth, Esq. - nbooth@kilpatricktownsend.com  
Robert Artuz, Esq. - rartuz@kilpatricktownsend.com

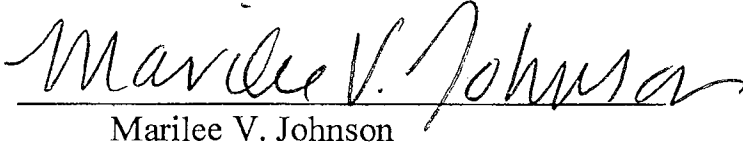
☐ (CM/ECF Electronic Filing) I caused the above document(s) to be transmitted to the office(s) of the addressee(s) listed by electronic mail at the e-mail address(es) set forth above pursuant to Fed.R.Civ.P.5(b)(2)(E). "A Notice of Electronic Filing (NEF) is generated automatically by the ECF system upon completion of an electronic filing. The NEF, when e-mailed to the e-mail address of record in the case, shall constitute the proof of service as required by Fed.R.Civ.P.5(b)(2)(E). A copy of the NEF shall be attached to any document served in the traditional manner upon any party appearing pro se."

PROOF OF SERVICE

1 [X] (BY FEDERAL EXPRESS OVERNIGHT - NEXT DAY DELIVERY) I  
2 placed true and correct copies thereof enclosed in a package designated by  
3 Federal Express Overnight with the delivery fees provided for.

4 [X] (FEDERAL) I declare that I am employed in the office of a member of the  
5 bar of this court at whose direction the service was made.

6 Executed on August 24, 2016, at Newport Beach, California.

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8 Marilee V. Johnson

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PROOF OF SERVICE

**ATTACHED MAILING LIST**

Norris Power Boothe, Esq. **[UPDATED 7-11-16 PER EMAIL]**  
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*Attorney for Plaintiff Dale Norman Harms*

PROOF OF SERVICE

EXHIBIT “18”

**DISMISSED, CLOSED**

**U.S. Bankruptcy Court  
Northern District of California (Oakland)  
Bankruptcy Petition #: 10-47720**

*Assigned to:* Judge Randall J. Newsome  
Chapter 13  
Voluntary  
Asset

*Date filed:* 07/08/2010  
*Date terminated:* 10/27/2010  
*Debtor dismissed:* 10/25/2010  
*Joint debtor dismissed:* 10/25/2010  
*341 meeting:* 09/09/2010

*Debtor disposition:* Dismissed for Failure to File Information

*Joint debtor disposition:* Dismissed for Failure to File Information

***Debtor***

**Dale Norman Harms**  
930 W. Cypress Rd.  
Oakley, CA 94561  
CONTRA COSTA-CA  
SSN / ITIN: xxx-xx-2831

represented by **Dale Norman Harms**  
PRO SE

***Joint Debtor***

**Laurie Ann Harms**  
930 W. Cypress Rd.  
Oakley, CA 94561  
CONTRA COSTA-CA  
SSN / ITIN: xxx-xx-6794

represented by **Laurie Ann Harms**  
PRO SE

***Trustee***

**Martha G. Bronitsky**  
P.O. Box 5004  
Hayward, CA 94540  
(510) 266-5580

***U.S. Trustee***

**Office of the U.S. Trustee/Oak**  
Office of the U.S. Trustee  
1301 Clay St. #690N  
Oakland, CA 94612  
(510) 637-3200

Filing Date	#	Docket Text
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07/08/2010	<u>1</u> (8 pgs)	Chapter 13 Voluntary Petition, Fee Amount \$274. Filed by Dale Norman Harms , Laurie Ann Harms . Incomplete Filings due by 7/22/2010. Section 521 Filings due by 8/23/2010. Order Meeting of Creditors due by 8/9/2010. Chapter 13 Plan due by 7/22/2010. CERTIFICATES OF CREDIT COUNSELING ARE INCLUDED. (cog) (Entered: 07/08/2010)
07/08/2010	<u>3</u>	Statement of Social Security Number. Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 07/09/2010)
07/08/2010		Receipt of Filing Fee for Chapter 13 Voluntary Petition. Amount 274.00 from Dale And Laurie Harms. Receipt Number 40072000. (admin) (Entered: 07/09/2010)
07/09/2010	<u>2</u> (3 pgs; 2 docs)	Meeting of Creditors with Certificate of Service. 341 (a) meeting to be held on 9/9/2010 at 04:00 PM Oakland U.S. Trustee Office Objection to Dischargeability due by 11/8/2010 Proofs of Claims due by 12/8/2010 (Bronitsky, Martha (harbor)) (Entered: 07/09/2010)
07/09/2010	<u>4</u> (2 pgs; 2 docs)	Order To File Required Documents and Notice Regarding Dismissal . Non-Compliance (Documents) due by 7/23/2010 Chapter 13 Plan due by 7/23/2010 (vmb) (Entered: 07/09/2010)
07/11/2010	<u>5</u> (2 pgs)	BNC Certificate of Mailing (RE: related document (s)) <u>4</u> Order to File Missing Documents). Service Date 07/11/2010. (Admin.) (Entered: 07/11/2010)
07/15/2010	<u>6</u> (5 pgs)	BNC Certificate of Mailing - Meeting of Creditors. (RE: related document(s)) <u>2</u> Meeting of Creditors Chapter 13). Service Date 07/15/2010. (Admin.) (Entered: 07/15/2010)
07/19/2010	<u>7</u> (1 pg)	Request for Notice Filed by Creditor GE Money Bank. (Singh, Ramesh) (Entered: 07/19/2010)
07/19/2010	<u>8</u> (36 pgs)	Summary of Schedules , Statistical Summary of Certain Liabilities., Schedules A - J , Declaration Concerning Debtors Schedules , Statement of Financial Affairs (RE: related document(s)) <u>4</u> Order to File Missing Documents). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms

		FORM B201 INCLUDED. THE STATISTICAL SUMMARY OF CERTAIN LIABILITIES HAS A NAME THAT DOES NOT MATCH THE CASE NAME (acc) (Entered: 07/20/2010)
07/19/2010	<u>9</u>	Statement of Social Security Number. Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (acc) (Entered: 07/20/2010)
07/19/2010	<u>10</u> (1 pg)	Financial Management Course Certificate. Filed by Debtor Dale Norman Harms (acc) (Entered: 07/20/2010)
07/19/2010	<u>11</u> (7 pgs)	Exhibit D. , Creditor Matrix Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms CREDITORS AMENDED. THE 26.00 FILING FEE WAS NOT PAID (acc) (Entered: 07/20/2010)
07/19/2010	<u>12</u> (1 pg)	Financial Management Course Certificate. Filed by Joint Debtor Laurie Ann Harms (acc) (Entered: 07/20/2010)
07/19/2010	<u>13</u> (7 pgs)	Chapter 13 Statement of Current Monthly and Disposable Income (Form 22C) Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (acc) (Entered: 07/20/2010)
07/19/2010	<u>14</u> (13 pgs)	Statement Regarding Payment Advices Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (acc) (Entered: 07/20/2010)
07/22/2010	<u>15</u> (2 pgs)	Request for Notice <i>with Proof of Service</i> Filed by Creditor BAC Home Loans Servicing LP (Buckley, Lawrence) (Entered: 07/22/2010)
07/26/2010	<u>16</u> (2 pgs)	Motion to Dismiss Case <i>Trustees Motion and Declaration to Dismiss Proceedings and Certificate of Service</i> Filed by Trustee Martha G. Bronitsky (Bronitsky, Martha (harbor)) (Entered: 07/26/2010)
07/27/2010	<u>18</u> (1 pg)	Objection (RE: related document(s) <u>16</u> Motion to Dismiss Case). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 07/28/2010)
07/27/2010	<u>19</u> (10 pgs)	Chapter 13 Plan Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (RE: related document(s) <u>4</u> Order to File Missing Documents).

		(vmb) Modified on 7/28/2010 PLAN IS NOT IN FORMAT FOR THIS DIVISION. (vmb). (Entered: 07/28/2010)
07/29/2010	<u>21</u> (2 pgs)	Withdrawal of Documents (RE: related document(s) <u>16</u> Motion to Dismiss Case). Filed by Trustee Martha G. Bronitsky (Bronitsky, Martha (harbor)) (Entered: 07/29/2010)
07/30/2010	<u>22</u> (2 pgs)	Summary of Schedules , Statistical Summary of Certain Liabilities. Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 08/02/2010)
07/30/2010	<u>23</u> (7 pgs)	Chapter 13 Statement of Current Monthly and Disposable Income (Form 22C) Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 08/02/2010)
07/30/2010	<u>24</u> (18 pgs)	Chapter 13 Plan Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms . (vmb) Modified on 8/3/2010 THE PLAN SUBMITTED IS NOT IN THE STANDARD FORMAT FOR THIS DIVISION. (vmb). (Entered: 08/02/2010)
08/02/2010	<u>26</u> (9 pgs)	Chapter 13 Plan Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms . (th) (Entered: 08/04/2010)
08/03/2010	<u>25</u> (7 pgs; 2 docs)	Adversary case <u>10-04190</u> . 14 (Recovery of money/property - other), 31 (Approval of sale of property of estate and of a co-owner - 363(h)), 71 (Injunctive relief - reinstatement of stay) Complaint by Dale Norm an Harms , Laurie Ann Harms against Bac Home Loans Servicing, LP . Fee Amount \$.0. (Attachments: <u>1</u> AP Cover Sheet) (lm) (Entered: 08/03/2010)
08/05/2010		Receipt of Amendment Filing Fee. Amount 26.00 from Dale Norman Harms. Receipt Number 40072490. (admin) (Entered: 08/05/2010)
08/05/2010	<u>27</u> (5 pgs)	Motion to Modify Plan Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 08/09/2010)
08/09/2010	<u>28</u> (5 pgs)	

		Chapter 13 Plan Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms . (vmb) (Entered: 08/09/2010)
08/13/2010	<u>30</u> (5 pgs)	Chapter 13 Plan Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms . (pw) (Entered: 08/23/2010)
08/13/2010	<u>31</u> (2 pgs)	Withdrawal of Documents (RE: related document(s) <u>27</u> Motion to Modify Plan). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (pw) (Entered: 08/23/2010)
08/20/2010	<u>32</u> (1 pg)	Statement By Debtor Not Represented by an Attorney Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (pw) (Entered: 08/24/2010)
08/23/2010	<u>29</u> (1 pg)	Notice of Change of Address Filed by Creditor American InfoSource on behalf of Midland Funding, LLC. (Hogan, Blake) (Entered: 08/23/2010)
09/07/2010	<u>33</u> (12 pgs)	Motion To Settle the Dispute with Facts and Law and Order for the Federal or State Controller to Settle the Alleged Debt. Filed by Joint Debtor Laurie Ann Harms (vmb) (Entered: 09/08/2010)
09/07/2010	<u>34</u> (12 pgs)	Motion to Settle the Dispute with Facts and Law and Order for the Federal or State Controller to Settle the Alleged Debt. Filed by Debtor Dale Norman Harms (vmb) (Entered: 09/08/2010)
09/08/2010		The trustee declares, under penalty of perjury, that the debtor(s) named above have failed to submit a copy of their federal income tax document(s) as required by 11 U.S.C. Section 521 (e)(2)(A)(i) <i>Martha Bronitsky</i> . (Bronitsky, Martha (vv)) (Entered: 09/08/2010)
09/08/2010	<u>36</u> (2 pgs; 2 docs)	Order and Notice Regarding Failure of the Debtor(s) to Submit a Copy of their Federal Income Tax Return(s) to the Trustee as Required by 11 U.S.C. Section 521(e)(2)(A)(i)(admin) (Entered: 09/08/2010)
09/09/2010	<u>37</u> (37 pgs; 3 docs)	Adversary case <u>10-04262</u> . 21 (Validity, priority or extent of lien or other interest in property), 91 (Declaratory judgment) Complaint by Dale Norman

		Harms , Laurie Harms against Bac Home Loans Servicing , LP . Fee Amount \$.0 (Attachments: <u>1</u> Memorandum <u>2</u> AP Cover Sheet) (lm) (Entered: 09/09/2010)
09/10/2010		Meeting of Creditors Held. <i>Hearing concluded 9/09/10; Confirmation hearing set for 10/21 @ 2pm to serve the amended plan with 28 days notice and opportunity to object; Provide for mortgage payments; Expenses exceed income on schedule J; To come current with proposed plan payments; File declaration re outside support; business exam conducted.</i> (Bronitsky, Martha (vv)) (Entered: 09/10/2010)
09/10/2010	<u>38</u> (3 pgs)	Notice of Hearing <i>Regarding Confirmation of Chapter 13 Plan with Certificate of Service</i> <b>Confirmation Hearing scheduled for 10/21/2010 at 2:00 PM at Oakland Room 220 - Newsome.</b> Filed by Trustee Martha G. Bronitsky (Bronitsky, Martha (harbor)) (Entered: 09/10/2010)
09/11/2010	<u>39</u> (2 pgs)	BNC Certificate of Mailing (RE: related document (s) <u>36</u> Order and Notice Regarding Failure to Submit Tax Returns). Service Date 09/11/2010. (Admin.) (Entered: 09/11/2010)
09/13/2010	<u>40</u> (2 pgs)	Report: <i>Chapter 13 Trustee Statement of Investigation</i> Filed by Trustee Martha G. Bronitsky (Bronitsky, Martha (harbor)) (Entered: 09/13/2010)
09/14/2010	<u>41</u> (1 pg)	Schedule J Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 09/15/2010)
09/14/2010	<u>42</u> (23 pgs)	Chapter 13 Plan Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms . (vmb) (Entered: 09/15/2010)
09/15/2010	<u>43</u> (24 pgs)	Notice and Opportunity for Hearing (RE: related document(s) <u>42</u> Chapter 13 Plan Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms .). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 09/16/2010)
10/19/2010		Adversary Case Closed 4:10-ap-4190. (vmb) (Entered: 10/19/2010)

10/21/2010		Courtroom Hearing Held (RE: Notice of Hearing - related document(s) <u>38</u> ) (10/21/10 MINUTES OF PROCEEDINGS: FOR REASONS STATED ON THE RECORD CASE DISMISSED.)(dmp) (Entered: 10/22/2010)
10/25/2010	<u>44</u> (5 pgs; 4 docs)	Order Dismissing Case Prior to Confirmation of Plan. (vmb) (Entered: 10/26/2010)
10/27/2010		Bankruptcy Case Closed. (sb) (Entered: 10/27/2010)
10/28/2010	<u>45</u> (3 pgs; 3 docs)	Transfer of Claim. (#11). Transfer Agreement 3001 (e) 2 Transferor: Fia Card Services, NA As Successor In Interest to (Claim No. 11) To Candica, L.L.C.. Filed by Creditor Candica, L.L.C.. (Ralston, Richard) (Entered: 10/28/2010)
10/28/2010	<u>46</u> (3 pgs)	Motion to Reopen Chapter 13 Case . Fee Amount \$235, Motion to Vacate (RE: related document(s) <u>44</u> Order to Dismiss Case) . Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 10/28/2010)
10/28/2010	<u>47</u> (5 pgs)	Memorandum of Points and Authorities in Support of (RE: related document(s) <u>46</u> Motion to Reopen Chapter 7/13 Case, Motion to Vacate). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 10/28/2010)
10/28/2010	<u>48</u> (3 pgs)	Notice of Motion Regarding (RE: related document (s) <u>46</u> Motion to Reopen Chapter 13 Case . Fee Amount \$235, Motion to Vacate). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 10/28/2010)
10/28/2010	<u>49</u> (1 pg)	Objection (RE: related document(s) <u>38</u> Notice of Hearing, Hearing Held (Courtroom)). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 10/28/2010)
10/28/2010		Receipt of Reopen Chapter 13 Filing Fee. Amount 235.00 from Dale Norman Harms. Receipt Number 40073859. (admin) (Entered: 10/28/2010)
10/28/2010	<u>50</u> (3 pgs)	BNC Certificate of Mailing - Notice of Dismissal. (RE: related document(s) <u>44</u> Order to Dismiss Case).

		Service Date 10/28/2010. (Admin.) (Entered: 10/28/2010)
10/28/2010	<u>51</u> (3 pgs)	BNC Certificate of Mailing (RE: related document (s) <u>44</u> Order to Dismiss Case). Service Date 10/28/2010. (Admin.) (Entered: 10/28/2010)
11/01/2010	<u>53</u> (7 pgs)	Objection to Claim #13 Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms . (vmb) (Entered: 11/01/2010)
11/01/2010	<u>54</u> (13 pgs)	Memorandum of Points and Authorities in Support of (RE: related document(s) <u>53</u> Objection to Claim). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 11/01/2010)
11/01/2010	<u>55</u> (2 pgs)	Schedule D Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 11/01/2010)
11/01/2010	<u>56</u> (1 pg)	Certificate of Service (RE: related document(s) <u>46</u> Motion to Reopen Chapter 7/13 Case, Motion to Vacate, <u>47</u> Memo of Points & Authorities, <u>48</u> Notice). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 11/01/2010)
11/04/2010	<u>57</u> (3 pgs)	Notice of Hearing (RE: related document(s) <u>46</u> Motion to Reopen Chapter 13 Case . Fee Amount \$235, Motion to Vacate). Hearing scheduled for 12/9/2010 at 02:00 PM at Oakland Room 220 - Newsome. Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 11/04/2010)
11/04/2010	<u>58</u> (2 pgs)	BNC Certificate of Mailing (RE: related document (s) <u>45</u> Transfer of Claim). Service Date 11/04/2010. (Admin.) (Entered: 11/04/2010)
11/09/2010		Adversary Case Closed 4:10-ap-4262. (cog) (Entered: 11/09/2010)
11/10/2010	<u>59</u> (1 pg)	Schedule C Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 11/12/2010)
11/17/2010	<u>60</u> (2 pgs)	Notice of Continued Hearing (RE: related document (s) <u>46</u> Motion to Reopen Chapter 13 Case . Fee



		Amount \$235, Motion to Vacate). Hearing to be held on 1/13/2011 at 2:00 PM Oakland Room 220 - Newsome for <u>46</u> , Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) Modified on 11/22/2010 DISREGARD ENTRY. ENTERED IN ERROR. SEE CORRECTED DOC. #62. (vmb). (Entered: 11/18/2010)
11/17/2010	<u>62</u> (3 pgs; 2 docs)	Corrected Notice of Continued Hearing (RE: related document(s) <u>46</u> Motion to Reopen Chapter 13 Case . Fee Amount \$235, Motion to Vacate). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 11/22/2010)
11/19/2010	<u>61</u> (16 pgs; 3 docs)	Transcript regarding Hearing Held 10/21/10 RE: confirmation hearing. THIS TRANSCRIPT WILL BE MADE ELECTRONICALLY AVAILABLE TO THE GENERAL PUBLIC 90 DAYS AFTER THE DATE OF FILING. Until that time the transcript may be viewed at the Bankruptcy Court or a copy may be obtained from the official court transcriber <i>Palmer Reporting Services, PalmerRptg@aol.com, 800-665-6251</i> . Notice of Intent to Request Redaction Deadline Due By 11/29/2010. Redaction Request Due By 12/10/2010. Redacted Transcript Submission Due By 12/20/2010. Transcript access will be restricted through 02/17/2011. (Palmer, Susan) (Entered: 11/19/2010)
11/24/2010	<u>63</u> (3 pgs)	BNC Certificate of Mailing (RE: related document (s) <u>62</u> Notice). Service Date 11/24/2010. (Admin.) (Entered: 11/24/2010)
11/30/2010	<u>65</u> (4 pgs)	Withdrawal of Documents (RE: related document(s) <u>46</u> Motion to Reopen Chapter 7/13 Case, Motion to Vacate). Filed by Debtor Dale Norman Harms , Joint Debtor Laurie Ann Harms (vmb) (Entered: 12/02/2010)
12/01/2010	<u>64</u> (2 pgs)	BNC Certificate of Mailing (RE: related document (s) <u>61</u> Transcript). Service Date 12/01/2010. (Admin.) (Entered: 12/01/2010)
12/09/2010	<u>66</u> (3 pgs)	Chapter 13 Trustee Final Report and Account . (Bronitsky, Martha (harbor)) (Entered: 12/09/2010)
12/13/2010	<u>67</u> (2 pgs)	Order Discharging Chapter 13 Trustee. (vmb) (Entered: 12/13/2010)



12/15/2010	<u>68</u> (3 pgs)	BNC Certificate of Mailing - Electronic Order (RE: related document(s) <u>67</u> Order Discharging Chapter Trustee). Service Date 12/15/2010. (Admin.) (Entered: 12/15/2010)
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PACER Service Center			
Transaction Receipt			
10/10/2016 16:13:37			
<b>PACER Login:</b>	wf0265new:2661496:0	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	10-47720 Fil or Ent: filed From: 8/11/2001 To: 10/11/2016 Doc From: 0 Doc To: 99999999 Term: included Headers: included Format: html Page counts for documents: included
<b>Billable Pages:</b>	5	<b>Cost:</b>	0.50

EXHIBIT “19”

B1 (Official Form 1) (04/13)

UNITED STATES BANKRUPTCY COURT Northern District of California					VOLUNTARY PETITION				
Name of Debtor (if individual, enter Last, First, Middle): <b>HARMS, DALE</b>					Name of Joint Debtor (Spouse) (Last, First, Middle):				
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): <b>NONE</b>					All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):				
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): <b>2831</b>					Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):				
Street Address of Debtor (No. and Street, City, and State): <b>2063 Main Street, Suite 282 OAKLEY, CA</b> <div style="text-align: right;">ZIP CODE <b>94561</b></div>					Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP CODE</div>				
County of Residence or of the Principal Place of Business: <b>CONTRA COSTA</b>					County of Residence or of the Principal Place of Business:				
Mailing Address of Debtor (if different from street address): <b>SAME AS ABOVE</b> <div style="text-align: right;">ZIP CODE</div>					Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP CODE</div>				
Location of Principal Assets of Business Debtor (if different from street address above): <div style="text-align: right;">ZIP CODE</div>									
<b>Type of Debtor</b> (Form of Organization) (Check one box.) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) See Exhibit D on page 2 of this form. <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		<b>Nature of Business</b> (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other		<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box.) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding					
<b>Chapter 15 Debtors</b> Country of Debtor's center of main interests:  Each country in which a foreign proceeding by, regarding, or against debtor is pending:		<b>Tax-Exempt Entity</b> (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).		<b>Nature of Debts</b> (Check one box.) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.					
<b>Filing Fee</b> (Check one box.) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.					<b>Chapter 11 Debtors</b> Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).				
<b>Statistical/Administrative Information</b> <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.								THIS SPACE IS FOR COURT USE ONLY	
<b>Estimated Number of Creditors</b> <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000									
<b>Estimated Assets</b> <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion									
<b>Estimated Liabilities</b> <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion									

B1 (Official Form 1) (04/13)

Page 2

<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): <b>HARMS, DALE</b>	
<b>All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)</b>			
Location Where Filed: Northern District of California	Case Number: <b>10-47720</b>	Date Filed: <b>07/08/2010</b>	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)</b>			
Name of Debtor:	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
<b>Exhibit A</b> (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts.)  I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).  X _____ Signature of Attorney for Debtor(s) (Date)	
<b>Exhibit C</b> Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?  <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
<b>Exhibit D</b> (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)  <input checked="" type="checkbox"/> Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.  If this is a joint petition:  <input type="checkbox"/> Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.)  <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.  <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.  <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)  <input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)  <div style="text-align: center;">           _____            (Name of landlord that obtained judgment)         </div> <div style="text-align: center;">           _____            (Address of landlord)         </div> <input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and  <input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.  <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(d))			

B1 (Official Form 1) (04/13)

Page 3

<p><b>Voluntary Petition</b> (This page must be completed and filed in every case.)</p>	<p><b>Name of Debtor(s):</b> HARMS, DALE</p>
<p><b>Signatures</b></p>	
<p><b>Signature(s) of Debtor(s) (Individual/Joint)</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>by: Dale Harms</u> Signature of Debtor <u>Authorized rep w/o prejudice</u></p> <p>X Signature of Joint Debtor _____ 925-785-0389 Telephone Number (if not represented by attorney) <u>04/23/2015</u> <u>10/09/15</u> Date</p>	<p><b>Signature of a Foreign Representative</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p><b>Signature of Attorney*</b></p> <p>X <u>DEBTOR IS PRO SE</u> Signature of Attorney for Debtor(s) _____ Printed Name of Attorney for Debtor(s) _____ Firm Name _____ Address _____ Telephone Number _____ Date _____</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p><b>Signature of Non-Attorney Bankruptcy Petition Preparer</b></p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Signature</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><small>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</small></p>
<p><b>Signature of Debtor (Corporation/Partnership)</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X Signature of Authorized Individual _____ Printed Name of Authorized Individual _____ Title of Authorized Individual _____ Date _____</p>	

B 1D (Official Form 1, Exhibit D) (12/09)

# UNITED STATES BANKRUPTCY COURT

Northern District of California

In re HARMS, DALE  
Debtor

Case No. \_\_\_\_\_  
(if known)

## EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH CREDIT COUNSELING REQUIREMENT

**Warning:** You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

*Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.*

☒ 1. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days before the filing of my bankruptcy case, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*



B 1D (Official Form 1, Exh. D) (12/09) - Cont.

Page 2

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]*

**If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.**

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

**I certify under penalty of perjury that the information provided above is true and correct.**

Signature of Debtor:

by: Dale Harris

Date: 04/23/2015

Authorized rep. w/o prejudice

10/09/15

Certificate Number: 11557-CAN-CC-026340544



11557-CAN-CC-026340544

## CERTIFICATE OF COUNSELING

I CERTIFY that on October 9, 2015, at 8:16 o'clock AM MDT, Dale N. Harms received from Academy of Financial Literacy, Inc., an agency approved pursuant to 11 U.S.C. § 111 to provide credit counseling in the Northern District of California, an individual [or group] briefing that complied with the provisions of 11 U.S.C. §§ 109(h) and 111.

A debt repayment plan was not prepared. If a debt repayment plan was prepared, a copy of the debt repayment plan is attached to this certificate.

This counseling session was conducted by internet.

Date: October 9, 2015

By: /s/Phillip Eugene Day

Name: Phillip Eugene Day

Title: Owner

\* Individuals who wish to file a bankruptcy case under title 11 of the United States Bankruptcy Code are required to file with the United States Bankruptcy Court a completed certificate of counseling from the nonprofit budget and credit counseling agency that provided the individual the counseling services and a copy of the debt repayment plan, if any, developed through the credit counseling agency. See 11 U.S.C. §§ 109(h) and 521(b).



B 6 Summary (Official Form 6 - Summary) (12/13)

## UNITED STATES BANKRUPTCY COURT

Northern District of California

In re HARMS, DALE  
*Debtor*

Case No. \_\_\_\_\_

Chapter 7

## SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$ 0.00		
B - Personal Property	Yes	3	\$ 2,130.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		\$ 0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		\$ 426,058.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			\$
J - Current Expenditures of Individual Debtors(s)	No	0			\$
TOTAL		12	\$ 2,130.00	\$ 426,058.00	

B 6 Summary (Official Form 6 - Summary) (12/13)

## UNITED STATES BANKRUPTCY COURT

Northern District of California

In re HARMS, DALE  
*Debtor*

Case No. \_\_\_\_\_

Chapter 7**STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)**

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

**This information is for statistical purposes only under 28 U.S.C. § 159.**

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	\$ 0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	\$ 0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	\$ 0.00
Student Loan Obligations (from Schedule F)	\$ 0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	\$ 0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	\$ 0.00
<b>TOTAL</b>	\$

**State the following:**

Average Income (from Schedule I, Line 12)	\$
Average Expenses (from Schedule J, Line 22)	\$
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	\$ 1,095.00

**State the following:**

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		\$ 0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	\$ 0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		\$ 0.00
4. Total from Schedule F		\$ 426,058.00
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		\$ 426,058.00



B 6B (Official Form 6B) (12/07)

In re HARMS, DALE

Debtor

Case No. \_\_\_\_\_

(If known)

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	H U S B A N D W I F E J O I N T O R C O M M U N I T Y	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1 Cash on hand.		CASH ON HAND	J	100.00
2 Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and home- stead associations, or credit unions, brokerage houses, or cooperatives.	X			
3 Security deposits with public utilities, telephone companies, landlords, and others.	X			
4 Household goods and furnishings, including audio, video, and computer equipment.		TV, LIVING ROOM FURNITURE, STEREO, COMPUTERS, ECT.	J	1,000.00
5 Books, pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6 Wearing apparel		SHIRTS, PANTS, SHOES	H	30.00
7 Furs and jewelry	X			
8 Firearms and sports, photographic, and other hobby equipment	X			
9 Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10 Annuities. Itemize and name each issuer.	X			
11 Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			

B 6B (Official Form 6B) (12/07) -- Cont.

In re HARMS, DALE  
DebtorCase No. \_\_\_\_\_  
(If known)**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			



B 6B (Official Form 6B) (12/07) -- Cont.

In re: HARMS, DALE

Debtor

Case No. \_\_\_\_\_

(If known)

**SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2001 Chevy Silverado 2500	H	1,800.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business		TOOLS	H	1,000.00
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars	X			
33. Farming equipment and implements	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
0 continuation sheets attached Total				\$ 3,930.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

B6C (Official Form 6C) (04/13)

In re HARMS, DALE*Debtor*

Case No. \_\_\_\_\_

*(If known)***SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**Debtor claims the exemptions to which debtor is entitled under:  
(Check one box)☐ 11 U.S.C. § 522(b)(2)☒ 11 U.S.C. § 522(b)(3)☐ Check if debtor claims a homestead exemption that exceeds \$155,675.\*

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Automobiles	CCP 704.010	2,300.00	1,800.00
Household goods, wearing apparel	CCP 704.020	1,130.00	1,130.00
Tools	CCP 704.060	7,625.00	1,000.00

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B 6D (Official Form 6D) (12/07)

In re HARMS, DALE

Debtor

Case No. \_\_\_\_\_

(If known)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.



Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (See Instructions Above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.							
		VALUE \$					
ACCOUNT NO.							
		VALUE \$					
ACCOUNT NO.							
		VALUE \$					
Subtotal ▶ (Total of this page)						\$	\$
Total ▶ (Use only on last page)						\$	\$

continuation sheets  
attached(Report also on Summary of  
Schedules.)(If applicable, report  
also on Statistical  
Summary of Certain  
Liabilities and Related  
Data.)



B6E (Official Form 6E) (04/13)

In re HARMS, DALE  
DebtorCase No. \_\_\_\_\_  
(if known)**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets.)

☐ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6E (Official Form 6E) (04/13) -- Cont

In re HARMS, DALE*Debtor*

Case No. \_\_\_\_\_

*(if known)*☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amounts are subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached

B 6F (Official Form 6F) (12/07)

In re HARMS, DALE

Debtor

Case No. \_\_\_\_\_

(if known)

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 0798 AMPRO Mortgage Corporation acquired by United Financial Mortgage Corp. owned by merger by Airlie Opportunity Fund, L.P. 115 East Putnam, Avenue Greenwich, CT 06830	X		04/22/2005	X		X	392,000.00
ACCOUNT NO. 9913 COUNTRYWIDE HOME LOANS, INC. 150 N COLLEGE ST; NC1-028-17-06 CHARLOTTE NC 28255	X		Unknown			X	
ACCOUNT NO. 9913 BANK OF NEW YORK MELLON F/K/A BANK OF NEW YORK AS TRSTEE FOR REG HLDERS OF ALT LN TRST 2005-27 MRT PSS-THRGH CERT SRES 2005-27 101 BARCLAY ST - 8W NEW YORK, NY 10286	X		Unknown			X	
ACCOUNT NO. 601918183972XXXX GEMB/CARE CREDIT P.O. BOX 960061 ORLANDO, FL 32896	X		07/01/2006				7,659.00
Subtotal >							\$ 399,659.00
Total >							\$

(Use only on last page of the completed Schedule F.)  
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

1 continuation sheets attached

B 6F (Official Form 6F) (12/07) - Cont.

In re HARMS, DALE  
DebtorCase No. \_\_\_\_\_  
(if known)**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 426684120119XXXX  LVNV FUNDING LLC 200 MEETING ST. SUITE 206 CHARLESTON, SC 29401			10/01/2011			X	24,412.00
ACCOUNT NO. 60110084XXXX  DISCOVER FIN SVCS P.O. BOX 6103 CAROL STREAM, IL 60197			06/01/2009				1,987.00
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
Sheet no. <u>1</u> of <u>1</u> continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal ▶ \$ 26,399.00
							Total ▶ \$ 426,058.00

(Use only on last page of the completed Schedule F.)  
(Report also on Summary of Schedules and, if applicable on the Statistical  
Summary of Certain Liabilities and Related Data.)

B 6G (Official Form 6G) (12/07)

In re HARMS, DALE  
DebtorCase No. \_\_\_\_\_  
(if known)**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.

B 6H (Official Form 6H) (12/07)

In re HARMS, DALE

Debtor

Case No. \_\_\_\_\_

(if known)

**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
LAURIE HARMS PO BOX 1211 OAKLEY, CA 94561-1211	GEMB/CARE CREDIT P.O. BOX 960061 ORLANDO, FL 32896
LAURIE HARMS PO BOX 1211 OAKLEY, CA 94561-1211	AMPRO Mortgage Corporation acquired by United Financial Mortgage Corp. owned by merger by Airlie Opportunity Fund, L.P. 115 East Putnam, Avenue Greenwich, CT 06830
LAURIE HARMS PO BOX 1211 OAKLEY, CA 94561-1211	COUNTRYWIDE HOME LOANS, INC. 150 N COLLEGE ST; NC1-028-17-06 CHARLOTTE NC 28255
LAURIE HARMS PO BOX 1211 OAKLEY, CA 94561-1211	BANK OF NEW YORK MELLON F/K/A BANK OF NEW YORK AS TRSTEE FOR REG HLDERS OF ALT LN TRST 2005-27 MRT PSS-THRGH CERT SRES 2005-27 101 BARCLAY ST - 8W NEW YORK, NY 10286
BANK OF AMERICA N.A. PO BOX 942019 SIMI VALLEY, CA 93094-2019	BANK OF NEW YORK MELLON F/K/A BANK OF NEW YORK AS TRSTEE FOR REG HLDERS OF ALT LN TRST 2005-27 MRT PSS-THRGH CERT SRES 2005-27 101 BARCLAY ST - 8W NEW YORK, NY 10286
SELECT PORTFOLIO SERVICING, INC 3615 S. WEST TEMPLE SALT LAKE CITY UT 84115	BANK OF NEW YORK MELLON F/K/A BANK OF NEW YORK AS TRSTEE FOR REG HLDERS OF ALT LN TRST 2005-27 MRT PSS-THRGH CERT SRES 2005-27 101 BARCLAY ST - 8W NEW YORK, NY 10286
BANK OF NEW YORK MELLON 200 PARK AVENUE #54 NEW YORK, NY 10166	REG HLDERS OF ALT LN TRST 2005-27 MRT PSS-THRGH CERT SRES 2005-27 101 BARCLAY ST - 8W NEW YORK, NY 10286



B6 Declaration (Official Form 6 - Declaration) (12/07)

In re HARMS, DALE

Debtor

Case No. \_\_\_\_\_

(if known)

**DECLARATION CONCERNING DEBTOR'S SCHEDULES****DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR**

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 13 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date

10/09/15  
04/29/2015

Signature:

by: Dale HarmsAuthorized rep.

Debtor

w/o prejudice

Date

Signature:

(Joint Debtor, if any)

[If joint case, both spouses must sign.]

Schedule I and J are missing  
Will file I and J within 14 days

**DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any,  
of Bankruptcy Petition Preparer

Social Security No.  
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

Address

X

Signature of Bankruptcy Petition Preparer

Date

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the \_\_\_\_\_ [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the \_\_\_\_\_ [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 13 sheets (Total shown on summary page plus 1), and that they are true and correct to the best of my knowledge, information, and belief.

Date

Signature:

(Print or type name of individual signing on behalf of debtor.)

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.





Debtor 1

DALE

NORMAN

HARMS

First Name

Middle Name

Last Name

Case number (if known)

Column A  
Debtor 1Column B  
Debtor 2 or  
non-filing spouse

## 8. Unemployment compensation

Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here: ↓

For you \$

For your spouse \$

\$ 0.00

\$ 0.00

## 9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.

\$ 0.00

\$ 0.00

## 10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total on line 10c.

10a. \$ 0.00

\$ 0.00

\$ 0.00

10b. \$ 0.00

\$ 0.00

\$ 0.00

10c. Total amounts from separate pages, if any.

+\$ 0.00

+\$ 0.00

## 11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.

\$ 1,150.00

+

\$ 265.00

= \$ 1,415.00

Total current monthly income

## Part 2: Determine Whether the Means Test Applies to You

## 12. Calculate your current monthly income for the year. Follow these steps:

12a. Copy your total current monthly income from line 11. Copy line 11 here → 12a.

\$ 1,415.00

Multiply by 12 (the number of months in a year)

x 12

12b. The result is your annual income for this part of the form.

12b.

\$ 16,980.00

## 13. Calculate the median family income that applies to you. Follow these steps:

Fill in the state in which you live.

California

Fill in the number of people in your household.

3

Fill in the median family income for your state and size of household. 13.

\$ 68,349.00

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

## 14. How do the lines compare?

14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3.14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 22A-2.* Go to Part 3 and fill out Form 22A-2.

## Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct

x by: Dale Harms

Signature of Debtor 1

Authorized rep w/o prejudice

Signature of Debtor 2

Date 10/09/2015

MM / DD / YYYY

Date

MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 22A-2.

If you checked line 14b, fill out Form 22A-2 and file it with this form.

B7 (Official Form 7) (04/13)

## UNITED STATES BANKRUPTCY COURT

Northern District of California

In re: HARMS, DALE

Debtor

Case No. \_\_\_\_\_

(if known)

## STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

## DEFINITIONS

**"In business."** A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

**"Insider."** The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

## 1. Income from employment or operation of business

None  
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT  
\$5,141.49  
\$8,602.82  
\$8,349.66

SOURCE  
Self employed Computer Technician begining this yr. to case commenced  
Self employed Computer Technician year 2014  
Self employed Computer Technician year 2013

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**2. Income other than from employment or operation of business**

None



State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

**3. Payments to creditors***Complete a. or b., as appropriate, and c.*

None



*a. Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF  
PAYMENTSAMOUNT  
PAIDAMOUNT  
STILL OWING

None



*b. Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF  
PAYMENTS/  
TRANSFERSAMOUNT  
PAID OR  
VALUE OF  
TRANSFERSAMOUNT  
STILL  
OWING

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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None



c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
--	--------------------	----------------	-----------------------

#### 4. Suits and administrative proceedings, executions, garnishments and attachments \*

None



a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
------------------------------------	-------------------------	---------------------------------	--------------------------

None



b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
--	--------------------	---

#### 5. Repossessions, foreclosures and returns

None



List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
---	--	---

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**6. Assignments and receiverships**None  
☒

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF ASSIGNEEDATE OF  
ASSIGNMENTTERMS OF  
ASSIGNMENT  
OR SETTLEMENTNone  
☒

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF CUSTODIANNAME AND LOCATION  
OF COURT  
CASE TITLE & NUMBERDATE OF  
ORDERDESCRIPTION  
AND VALUE  
OF PROPERTY**7. Gifts**None  
☒

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS  
OF PERSON  
OR ORGANIZATIONRELATIONSHIP  
TO DEBTOR,  
IF ANYDATE  
OF GIFTDESCRIPTION  
AND VALUE  
OF GIFT**8. Losses**None  
☒

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION  
AND VALUE OF  
PROPERTYDESCRIPTION OF CIRCUMSTANCES AND, IF  
LOSS WAS COVERED IN WHOLE OR IN PART  
BY INSURANCE, GIVE PARTICULARSDATE  
OF LOSS

B7 (Official Form 7) (04/13)

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**9. Payments related to debt counseling or bankruptcy**None  
☒

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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**10. Other transfers**None  
☒

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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None  
☒

b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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**11. Closed financial accounts**None  
☒

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
------------------------------------	--	--

B7 (Official Form 7) (04/13)

6

**12. Safe deposit boxes**None  
☒

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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**13. Setoffs**None  
☒

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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**14. Property held for another person**None  
☒

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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**15. Prior address of debtor**None  
☒

If debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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B7 (Official Form 7) (04/13)

7

**16. Spouses and Former Spouses**

None

☐

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

HARMS, LAURIE

**17. Environmental Information.**

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

None

☒

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None

☒

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None

☒

c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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**18. Nature, location and name of business**

None

☒

a. If the debtor is an individual, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or



EXHIBIT “20”

Form ODSC7FI

UNITED STATES BANKRUPTCY COURT  
Northern District of California (Oakland)

In re:

Dale Harms  
2063 Main Street, Suite 282  
Oakley, CA 94561

Case Number: 15-43109 CN 7  
Chapter: 7

Debtor(s)

Debtor/Joint Debtor Social Security Number(s):  
xxx-xx-2831

**DISCHARGE OF DEBTOR AND FINAL DECREE**

It appearing that the debtor(s) is/are entitled to a discharge, **IT IS ORDERED:**  
The debtor(s) is/are granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

It further appears that the trustee, Marlene G. Weinstein in the above-entitled case has filed a report of no distribution and said Trustee has performed all other and further duties required in the administration of said estate; accordingly, it is hereby

ORDERED that the chapter 7 case of the above-named debtor is closed; that the Trustee is discharged and relieved of said trust.

Dated: 1/12/16

By the Court:

Charles Novack  
United States Bankruptcy Judge

**SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.**

Doc # 21

ODSC7FI continued

### **EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE**

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

#### **Creditors cannot collect discharged debts**

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

#### **Most debts are discharged**

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

#### **Some debts are not discharged**

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for most taxes;
- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

**This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.**

EXHIBIT “21”

MEANSNO, DeBN

**U.S. Bankruptcy Court  
Northern District of California (Oakland)  
Bankruptcy Petition #: 16-42569**

*Assigned to:* Judge Charles Novack  
Chapter 7  
Voluntary  
No asset

*Date filed:* 09/13/2016  
*341 meeting:* 10/28/2016  
*Deadline for objecting to discharge:* 12/27/2016  
*Deadline for financial mgmt. course:* 10/28/2016

**Debtor**  
**Laurie Ann Harms**  
2063 Main St. #282  
Oakley, CA 94561  
CONTRA COSTA-CA  
SSN / ITIN: xxx-xx-6794

represented by **Laurie Ann Harms**  
PRO SE

**Trustee**  
**Sarah L. Little**  
2415 San Ramon Valley Blvd. #4432  
San Ramon, CA 94583  
(510)485-0740

**U.S. Trustee**  
**Office of the U.S. Trustee/Oak**  
Office of the United States Trustee  
Phillip J. Burton Federal Building  
450 Golden Gate Ave. 5th Fl., #05-0153  
San Francisco, CA 94102  
(510) 637-3200

Filing Date	#	Docket Text
09/13/2016	<u>1</u> (7 pgs)	Chapter 7 Voluntary Petition for Individuals. Fee Amount \$335. Financial Management Certificate Due Prior to Discharge. Filed by Laurie Harms . Incomplete Filings due by 9/27/2016. Section 521 Filings due by 10/28/2016. Order Meeting of Creditors due by 9/27/2016. (lm) (Entered: 09/13/2016)
09/13/2016		First Meeting of Creditors with 341(a) meeting to be held on 10/28/2016 at 09:00 AM at Oakland U.S.

		Trustee Office. Objections for Discharge due by 12/27/2016. (lm) (Entered: 09/13/2016)
09/13/2016		Receipt of Filing Fee for Chapter 7 Voluntary Petition. Amount 335.00 from Laurie Harms. Receipt Number 40098462. (admin) (Entered: 09/13/2016)
09/13/2016	<u>3</u>	Statement of Social Security Number. Filed by Debtor Laurie Harms (ta) (Entered: 09/14/2016)
09/14/2016		Notice of Debtor's Prior Filings for debtor Laurie Harms Case Number <u>10-47720</u> , Chapter 13 filed in California Northern Bankruptcy Court on 07/08/2010 , Dismissed for Failure to File Information on 10/25/2010.(Admin) (Entered: 09/14/2016)
09/14/2016	<u>2</u> (1 pg)	Request for Notice Filed by Creditor Synchrony Bank. (Singh, Ramesh) (Entered: 09/14/2016)
09/14/2016	<u>4</u> (2 pgs; 2 docs)	Notice of Deficient Filing Regarding Obsolete Forms and Dismissal of Case in Event of Failure to Cure Official Forms due by 9/28/2016. (ta) (Entered: 09/14/2016)
09/14/2016	<u>5</u> (2 pgs; 2 docs)	Order To File Required Documents and Notice Regarding Dismissal Non-Compliance (Documents) due by 9/28/2016 (ta) (Entered: 09/14/2016)
09/14/2016	<u>6</u> (3 pgs; 2 docs)	Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, and Deadlines (Generated) (ta) (Entered: 09/14/2016)
09/16/2016	<u>7</u> (3 pgs)	BNC Certificate of Mailing - Meeting of Creditors. (RE: related document(s) <u>6</u> Generate 341 Notices). Notice Date 09/16/2016. (Admin.) (Entered: 09/16/2016)
09/16/2016	<u>8</u> (2 pgs)	BNC Certificate of Mailing (RE: related document (s) <u>4</u> Notice of Obsolete Forms). Notice Date 09/16/2016. (Admin.) (Entered: 09/16/2016)
09/16/2016	<u>9</u> (2 pgs)	BNC Certificate of Mailing (RE: related document (s) <u>5</u> Order to File Missing Documents). Notice Date 09/16/2016. (Admin.) (Entered: 09/16/2016)

09/22/2016	<u>10</u> (49 pgs; 2 docs)	Amended Voluntary Petition., Chapter 7 Statement of Your Current Monthly Income , Declaration About Individual Debtor's Schedule , Schedules A - J , Statement of Financial Affairs for Individual Filed by Debtor Laurie Harms (Attachments: # <u>1</u> part 2) (jmb) (Entered: 09/22/2016)
09/22/2016	<u>11</u> (1 pg)	Personal Financial Management Course Certificate. (RE: related document(s) <u>1</u> Voluntary Petition (Chapter 7)). Filed by Debtor Laurie Harms (jmb) (Entered: 09/22/2016)
09/22/2016	<u>12</u>	Statement of Social Security Number. Filed by Debtor Laurie Harms (jmb) (Entered: 09/22/2016)
09/22/2016	<u>13</u>	Debtor Request to Begin Electronic Noticing. Filed by Debtor Laurie Harms (jmb) (Entered: 09/22/2016)

PACER Service Center			
Transaction Receipt			
10/10/2016 16:35:36			
<b>PACER Login:</b>	wf0265new:2661496:0	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	16-42569 Fil or Ent: filed From: 8/11/2001 To: 10/11/2016 Doc From: 0 Doc To: 99999999 Term: included Headers: included Format: html Page counts for documents: included
<b>Billable Pages:</b>	2	<b>Cost:</b>	0.20

**PROOF OF SERVICE**

I, Marilee V. Johnson, declare as follows:

I am employed in the County of Orange, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 4665 MacArthur Court, Suite 280, Newport Beach, California 92660. I am readily familiar with the practices of Wright, Finlay & Zak, LLP, for collection and processing of correspondence for mailing with the United States Postal Service. Such correspondence is deposited with the United States Postal Service the same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

On **October 11, 2016**, I served the within **DEFENDANTS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEFENDANTS' MOTION TO DISMISS FIRST AMENDED COMPLAINT** on all interested parties in this action as follows:

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Dale Harms  
2063 Main Street, Suite 282  
Oakley, CA 94561  
(925) 785-0389; FAX (925) 627-0457  
dale.harms@unseen.is  
***Plaintiff In Pro Per***

☒ (BY MAIL SERVICE) I placed such envelope(s) for collection to be mailed on this date following ordinary business practices.

☒ (CM/ECF Electronic Filing) I caused the above document(s) to be transmitted to the office(s) of the addressee(s) listed by electronic mail at the e-mail address(es) set forth above pursuant to Fed.R.Civ.P.5(b)(2)(E). "A Notice of Electronic Filing (NEF) is generated automatically by the ECF system upon completion of an electronic filing. The NEF, when e-mailed to the e-mail address of record in the case, shall constitute the proof of service as required by Fed.R.Civ.P.5(b)(2)(E). A copy of the NEF shall be attached to any document served in the traditional manner upon any party appearing pro se."

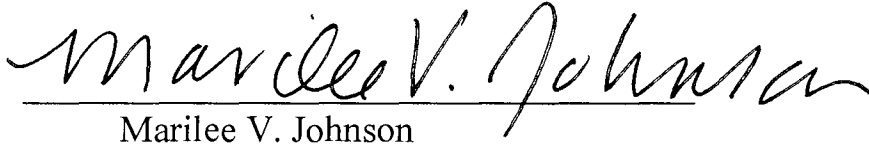
PROOF OF SERVICE



1 [X] (BY FEDERAL EXPRESS OVERNIGHT - NEXT DAY DELIVERY) I  
2 placed true and correct copies thereof enclosed in a package designated by  
3 Federal Express Overnight with the delivery fees provided for.

4 [X] (FEDERAL) I declare that I am employed in the office of a member of the  
5 bar of this court at whose direction the service was made.

6 Executed on October 11, 2016, at Newport Beach, California.

7   
8 Marilee V. Johnson

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